
Appendix A – DWR 2010 UWMP Checklist

City of Upland
Appendix A
DWR 2010 Urban Water Management Plan Checklist

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
PLAN PREPARATION				
4	Coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	10620(d)(2)		Section 1.2
6	Notify, at least 60 days prior to the public hearing on the plan required by Section 10642, any city or county within which the supplier provides water that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. Any city or county receiving the notice may be consulted and provide comments.	10621(b)		Section 1.3
7	Provide supporting documentation that the UWMP or any amendments to, or changes in, have been adopted as described in Section 10640 et seq.	10621(c)		Appendix B
54	Provide supporting documentation that the urban water management plan has been or will be provided to any city or county within which it provides water, no later than 60 days after the submission of this urban water management plan.	10635(b)		Appendix B
55	Provide supporting documentation that the water supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan.	10642		Section 1.2; Appendix B
56	Provide supporting documentation that the urban water supplier made the plan available for public inspection and held a public hearing about the plan. For public agencies, the hearing notice is to be provided pursuant to Section 6066 of the Government Code. The water supplier is to provide the time and place of the hearing to any city or county within which the supplier provides water. Privately-owned water suppliers shall provide an equivalent notice within its service area.	10642		Section 1.3; Appendix B
57	Provide supporting documentation that the plan has been adopted as prepared or modified.	10642		Appendix B
58	Provide supporting documentation as to how the water supplier plans to implement its plan.	10643		Section 3.4

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
59	Provide supporting documentation that, in addition to submittal to DWR, the urban water supplier has submitted this UWMP to the California State Library and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. This also includes amendments or changes.	10644(a)		Section 1.3; Appendix B
60	Provide supporting documentation that, not later than 30 days after filing a copy of its plan with the department, the urban water supplier has or will make the plan available for public review during normal business hours	10645		Section 1.3; Appendix B
SYSTEM DESCRIPTION				
8	Describe the water supplier service area.	10631(a)		Section 2.1
9	Describe the climate and other demographic factors of the service area of the supplier	10631(a)		Section 2.2
10	Indicate the current population of the service area	10631(a)	Provide the most recent population data possible. Use the method described in "Baseline Daily Per Capita Water Use." See Section M.	Section 2.3; Table 2
11	Provide population projections for 2015, 2020, 2025, and 2030, based on data from State, regional, or local service area population projections.	10631(a)	2035 and 2040 can also be provided to support consistency with Water Supply Assessments and Written Verification of Water Supply documents.	Section 2.3; Table 2
12	Describe other demographic factors affecting the supplier's water management planning.	10631(a)		Section 2.1
SYSTEM DEMANDS				
1	Provide baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.	10608.20(e)		Section 3.1.1; Tables 3 -5; Section 3.1.2
2	<i>Wholesalers:</i> Include an assessment of present and proposed future measures, programs, and policies to help achieve the water use reductions. <i>Retailers:</i> Conduct at least one public hearing that includes general discussion of the urban retail water supplier's implementation plan for complying with the Water Conservation Bill of 2009.	10608.36 10608.26(a)	Retailers and wholesalers have slightly different requirements	Section 3.4

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
3	Report progress in meeting urban water use targets using the standardized form.	10608.40		For 2015 UWMP
25	Quantify past, current, and projected water use, identifying the uses among water use sectors, for the following: (A) single-family residential, (B) multifamily, (C) commercial, (D) industrial, (E) institutional and governmental, (F) landscape, (G) sales to other agencies, (H) saline water intrusion barriers, groundwater recharge, conjunctive use, and (I) agriculture.	10631(e)(1)	Consider 'past' to be 2005, present to be 2010, and projected to be 2015, 2020, 2025, and 2030. Provide numbers for each category for each of these years.	Section 3.1; Section 3.2; Tables 6-10 and 12
33	Provide documentation that either the retail agency provided the wholesale agency with water use projections for at least 20 years, if the UWMP agency is a retail agency, OR, if a wholesale agency, it provided its urban retail customers with future planned and existing water source available to it from the wholesale agency during the required water-year types	10631(k)	Average year, single dry year, multiple dry years for 2015, 2020, 2025, and 2030.	Section 3.3.5; Table 15
34	Include projected water use for single-family and multifamily residential housing needed for lower income households, as identified in the housing element of any city, county, or city and county in the service area of the supplier.	10631.1(a)		Section 3.3.2; Table 11
SYSTEM SUPPLIES				
13	Identify and quantify the existing and planned sources of water available for 2015, 2020, 2025, and 2030.	10631(b)	The 'existing' water sources should be for the same year as the "current population" in line 10. 2035 and 2040 can also be provided.	Section 4.1; Table 16
14	Indicate whether groundwater is an existing or planned source of water available to the supplier. If yes, then complete 15 through 21 of the UWMP Checklist. If no, then indicate "not applicable" in lines 15 through 21 under the UWMP location column.	10631(b)	Source classifications are: surface water, groundwater, recycled water, storm water, desalinated sea water, desalinated brackish groundwater, and other.	Section 4.2
15	Indicate whether a groundwater management plan been adopted by the water supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	10631(b)(1)		Section 4.2; Judgments and decree in Appendices C-E
16	Describe the groundwater basin.	10631(b)(2)		Section 4.2

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
17	Indicate whether the groundwater basin is adjudicated? Include a copy of the court order or decree.	10631(b)(2)		Section 4.2; Judgments and decree in Appendices C-E
18	Describe the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. If the basin is not adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		Section 4.2
19	For groundwater basins that are not adjudicated, provide information as to whether DWR has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue, in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to eliminate the long-term overdraft condition. If the basin is adjudicated, indicate "not applicable" in the UWMP location column.	10631(b)(2)		NA
20	Provide a detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years	10631(b)(3)		Section 4.2; Table 18
21	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	10631(b)(4)	Provide projections for 2015, 2020, 2025, and 2030.	Section 4.2; Table 19
24	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	10631(d)		Section 4.5; Table 20
30	Include a detailed description of all water supply projects and programs that may be undertaken by the water supplier to address water supply reliability in average, single-dry, and multiple-dry years, excluding demand management programs addressed in (f)(1). Include specific projects, describe water supply impacts, and provide a timeline for each project.	10631(h)		Section 4.8; Table 26
31	Describe desalinated water project opportunities for long-term supply, including, but not limited to, ocean water, brackish water, and groundwater.	10631(i)		Section 4.6
44	Provide information on recycled water and its potential for use as a water source in the service area of the urban water supplier. Coordinate with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area.	10633		Section 4.7

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
45	Describe the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.	10633(a)		Section 4.7; Tables 21-22
46	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	10633(b)		Section 4.7; Table 21
47	Describe the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.	10633(c)		Section 4.7.2; Table 23
48	Describe and quantify the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.	10633(d)		Section 4.7.2; Table 23
49	The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected.	10633(e)		Section 4.7.2; Tables 23-24
50	Describe the actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.	10633(f)		Section 4.7.3; Table 25
51	Provide a plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.	10633(g)		Section 4.7.3; Table 25
WATER SHORTAGE RELIABILITY AND WATER SHORTAGE CONTINGENCY PLANNING^b				
5	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	10620(f)		Section 5.1
22	Describe the reliability of the water supply and vulnerability to seasonal or climatic shortage and provide data for (A) an average water year, (B) a single dry water year, and (C) multiple dry water years.	10631(c)(1)		Section 5.2
23	For any water source that may not be available at a consistent level of use - given specific legal, environmental, water quality, or climatic factors - describe plans to supplement or replace that source with alternative sources or water demand management measures, to the extent practicable.	10631(c)(2)		Section 5.1.1; Table 27

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
35	Provide an urban water shortage contingency analysis that specifies stages of action, including up to a 50 percent water supply reduction, and an outline of specific water supply conditions at each stage	10632(a)		Section 5.3.1; Table 35
36	Provide an estimate of the minimum water supply available during each of the next three water years based on the driest three-year historic sequence for the agency's water supply.	10632(b)		Section 5.2.1; Table 30
37	Identify actions to be undertaken by the urban water supplier to prepare for, and implement during, a catastrophic interruption of water supplies including, but not limited to, a regional power outage, an earthquake, or other disaster.	10632(c)		Section 5.3; Table 36-37
38	Identify additional, mandatory prohibitions against specific water use practices during water shortages, including, but not limited to, prohibiting the use of potable water for street cleaning.	10632(d)		Section 5.3.2; Table 36
39	Specify consumption reduction methods in the most restrictive stages. Each urban water supplier may use any type of consumption reduction methods in its water shortage contingency analysis that would reduce water use, are appropriate for its area, and have the ability to achieve a water use reduction consistent with up to a 50 percent reduction in water supply.	10632(e)		Section 5.3; Table 36-37
40	Indicated penalties or charges for excessive use, where applicable.	10632(f)		Section 5.3.4; Table 38
41	Provide an analysis of the impacts of each of the actions and conditions described in subdivisions (a) to (f), inclusive, on the revenues and expenditures of the urban water supplier, and proposed measures to overcome those impacts, such as the development of reserves and rate adjustments.	10632(g)		Section 5.3.6
42	Provide a draft water shortage contingency resolution or ordinance.	10632(h)		Appendix F
43	Indicate a mechanism for determining actual reductions in water use pursuant to the urban water shortage contingency analysis.	10632(i)		Section 5.3.7
52	Provide information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments, and the manner in which water quality affects water management strategies and supply reliability	10634	For years 2010, 2015, 2020, 2025, and 2030	Section 5.1.2; Table 28

No.	UWMP requirement ^a	Calif. Water Code reference	Additional clarification	UWMP location
53	Assess the water supply reliability during normal, dry, and multiple dry water years by comparing the total water supply sources available to the water supplier with the total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and multiple dry water years. Base the assessment on the information compiled under Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.	10635(a)		Section 5.2; Tables 32-34
DEMAND MANAGEMENT MEASURES				
26	Describe how each water demand management measures is being implemented or scheduled for implementation. Use the list provided.	10631(f)(1)	Discuss each DMM, even if it is not currently or planned for implementation. Provide any appropriate schedules.	Section 6
27	Describe the methods the supplier uses to evaluate the effectiveness of DMMs implemented or described in the UWMP.	10631(f)(3)		Section 6
28	Provide an estimate, if available, of existing conservation savings on water use within the supplier's service area, and the effect of the savings on the ability to further reduce demand.	10631(f)(4)		Section 6
29	Evaluate each water demand management measure that is not currently being implemented or scheduled for implementation. The evaluation should include economic and non-economic factors, cost-benefit analysis, available funding, and the water suppliers' legal authority to implement the work.	10631(g)	See 10631(g) for additional wording.	Section 6
32	Include the annual reports submitted to meet the Section 6.2 requirements, if a member of the CUWCC and signer of the December 10, 2008 MOU.	10631(j)	Signers of the MOU that submit the annual reports are deemed compliant with Items 28 and 29.	Section 6

^a The UWMP Requirement descriptions are general summaries of what is provided in the legislation. Urban water suppliers should review the exact legislative wording prior to submitting its UWMP.

^b The Subject classification is provided for clarification only. It is aligned with the organization presented in Part I of this guidebook. A water supplier is free to address the UWMP Requirement anywhere with its UWMP, but is urged to provide clarification to DWR to facilitate review.



Appendix B

Copy of Public Hearing letter

Recipients of Public Hearing letter

Public Correspondence

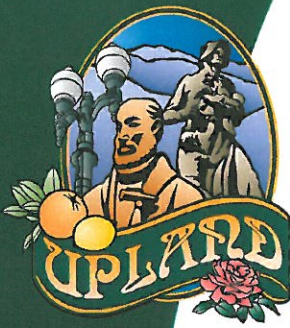
Notice of Public Hearing

Tear sheet from Public Hearing Publication

Resolution

BMP Reports for 2007, 2008, 2009, 2010

Draft Targets/ Compliance



Public Works
Telephone (909) 291-2930
Facsimile (909) 291-2974

April 12, 2011

San Antonio Water Company
ATTN: Charles Moorrees, General Manager
139 N. Euclid Avenue
Upland, CA 91786

Notification of Urban Water Management Plan
Public Hearing and Draft Availability

Dear Mr. Moorrees:

The City of Upland is currently preparing an update to its Urban Water Management Plan (UWMP) in compliance with the California Urban Water Management Planning Act, and Upland welcomes your assistance and involvement. The UWMP documents the City's plans to ensure adequate water supplies to meet existing and future demands for water under a range of water supply conditions, including water shortages. The UWMP must be approved by July 1, 2011.

Notice is hereby given that the City of Upland has scheduled a public hearing to provide comments on the Draft 2010 City of Upland UWMP. The hearing will be held at the following time and place for the purpose of hearing any and all public testimony:

Date: Monday, June 13, 2011 – 7 P.M.

Place: City of Upland
460 N. Euclid Avenue
Upland, CA 91786
City Council Chambers

All interested persons are invited to attend the public hearing and provide comments regarding the Draft Upland 2010 UWMP.

CITY OF UPLAND

460 North Euclid Avenue, Upland, CA 91786-4732 • (909) 931-4100 • Fax (909) 931-9923 • TDD (800) 735-2929 • www.ci.upland.ca.us
Mayor Ray Musser • Mayor Pro Tem Brendan Brandt • Council Members: Gino L. Filippi, Kenneth W. Willis

Notice is further given that a copy of the Draft Upland 2010 UWMP can be found on our website at www.ci.upland.ca.us after May 12, 2011. A hard copy will be available to review at City Hall located at 460 N. Euclid Avenue, as well as at Upland's Public Works Corporation Yard located at 1370 N. Benson Avenue, beginning May 12, 2011. The draft will also be provided electronically to all necessary parties. We would appreciate your comments prior to the public hearing.

A final copy will be provided to all necessary parties within 30 days of adoption.

Please direct comments and questions to Alison Loukeh at 909.291.2935.

Sincerely,

Anthony La
Public Works Director

cc: Stephen Dunn, Acting City Manager
Stephanie Mendenhall, City Clerk



Recipients of Public Hearing letter

Chino Basin Watermaster
Cities of Ontario, Chino, Chino Hills, Pomona
County of San Bernardino
Cucamonga Valley Water District
Fontana Water Company
Golden State Water Company
Inland Empire Utilities Agency
Monte Vista Water District
Six Basins Watermaster
San Antonio Water Company
Jurupa Community Services District
Three Valleys Municipal Water District
Water Facilities Authority



NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Upland will conduct a public hearing on Monday, June 13, 2011 at 7:00 p.m. in the Council Chambers of the Upland City Hall, 460 North Euclid Avenue, Upland, California to receive public comment relative to the proposed Urban Water Management Plan. Pursuant to California Water Code 10620 every urban water supplier shall prepare and adopt an urban water management plan.

A copy of the report is available for inspection in the Office of the City Clerk, 460 North Euclid Avenue; the Upland Library, 450 North Euclid Avenue; the Upland Public Works Yard, 1370 North Benson Avenue and the City website at www.ci.upland.ca.us. All Interested persons are invited to attend this hearing and will be afforded the opportunity to present oral and written statements, arguments, or beliefs relevant to the report.

The California Environmental Quality Act does not apply to the preparation and adoption of the Urban Water Management Plan. If you challenge the Urban Water Management Plan, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at or prior to the public hearing.

Stephanie A. Mendenhall, CMC
City Clerk

Published: May 12 and May 19, 2011

**INLAND VALLEY
DAILY BULLETIN**
(formerly The Daily Report)

**2041 E. 4th Street
Ontario, CA 91764**

PROOF OF PUBLICATION
(2015.5 C.C.P.)


STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States, I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of INLAND VALLEY DAILY BULLETIN, a newspaper of general circulation printed and published daily in the City of Ontario, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, on the date of August 24, 1951, Case Number 70663. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

5/12, 19/11

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Ontario, San Bernardino Co. California
this 19 day of MAY, 20 11


signature

Proof

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Upland will conduct a public hearing on Monday, June 13, 2011 at 7:00 p.m. in the Council Chambers of the Upland City Hall, 460 North Euclid Avenue, Upland, California to receive public comment relative to the proposed Urban Water Management Plan. Pursuant to California Water Code 10620 every urban water supplier shall prepare and adopt an urban water management plan.

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The California Environmental Quality Act does not apply to the preparation and adoption of the Urban Water Management Plan. If you challenge the Urban Water Management Plan, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at or prior to the public hearing.

Stephanie A. Mendenhall, CMC
City Clerk

Published: May 12 and May 19, 2011
#111389

RESOLUTION NO. 6043

A RESOLUTION OF THE CITY COUNCIL TO ADOPT THE 2010
URBAN WATER MANAGEMENT PLAN

Intent of the Parties and Findings

(i) The Urban Water Management Act requires water agencies to prepare a 2010 Urban Water Management Plan every five years;

(ii) The 2010 Urban Water Management Plan is a long range planning document and is consistent with the City's goal to ensure the efficient and proper management of the City's water resources;

(iii) Upland has complied as required with the Water Conservation Act of 2009;

(iv) Upland has coordinated with other water purveyors as required by the Urban Water Planning Act;

(v) Upland has provided notice to surrounding interested parties and published notice in a publication with the date, time, and place of the public hearing pursuant to California Government Code 6066;

(vi) Upland has conducted the public hearing to solicit input;

(vii) A draft copy of the Urban Water Management Plan has been available for public review, prior to the public hearing.

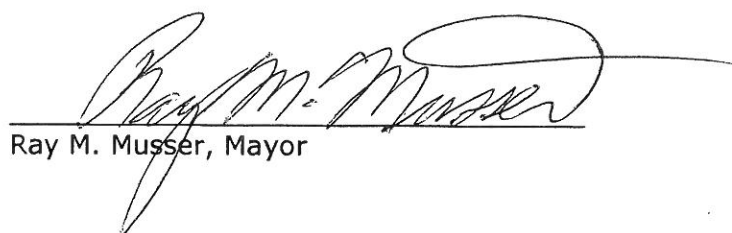
NOW, THEREFORE, the Upland City Council hereby finds, determines and resolves as follows:

Section 1. The City Council approves the 2010 Urban Water Management Plan presented to the City Council.

Section 2. The City Council authorizes the Urban Water Management Plan to be filed with the State of California Department of Water Resources, the State of California Library, the City of Upland Library, and San Bernardino County.

Section 3. Certification. The City Clerk of the City of Upland (Secretary of the Redevelopment Agency) shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 13th day of June, 2011.


Ray M. Musser, Mayor

I, Stephanie A. Mendenhall, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 13th day of June, 2011, by the following vote:

AYES: Mayor Musser, Councilmembers Brandt, Filippi, Willis

NOES: None

ABSENT: None

ABSTAINED: None

ATTEST:


Stephanie A. Mendenhall, City Clerk

BMP 1 Coverage Requirement Status

Reporting Unit ID 94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU Indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

An agency must meet three conditions to satisfy strict compliance for BMP 1.

Condition 1: Adopt survey targeting and marketing strategy on time

Condition 2: Offer surveys to 20% of SF accounts and 20% of MF units during report period

Condition 3: Be on track to survey 15% of SF accounts and 15% of MF units within 10 years of implementation start date.

Test For Condition 1

Latest Year RU to Implement Targeting/Marketing Program:

1999

Single Family

Multi Family

Year RU Reported Implementing Targeting/Marketing Program:

2004

2004

RU Met Targeting/Marketing Coverage Requirement:

Yes

Yes

Test For Condition 2

Latest Year Survey Program to Start: 1998

Res Survey Offers (%)

0.04%

0.00%

Select a Reporting Period: 07-08

Survey Offers 20%

No

No

Test For Condition 3

Completed Residential Surveys

Single Family

Multi Family

Total Completed Surveys through 2008

8

0

Credit for Surveys Completed Prior to Implementation of Reporting Database

850

0

Total + Credit

858

0

Res. Accounts In Base Year

16,816

8,296

RU Survey Coverage as % of Base Year Res Accounts

5.10%

0.00%

Coverage Requirement by Year 10 of Implementation per Exhibit 1

13.50%

13.50%

RU on Schedule to Meet 10 Year Coverage Requirement

No

No

BMP 1 Coverage Status Summary

Water supplier is not currently on track to meet the coverage requirements for this BMP.

BMP 2 Coverage Requirement Status

Reporting Unit ID 94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

An agency must meet one of three conditions to satisfy strict compliance for BMP 2.

Condition 1: The agency has demonstrated that 75% of SF accounts and 75% of MF units constructed prior to 1992 are fitted with low-flow showerheads.

Condition 2: An enforceable ordinance requiring the replacement of high-flow showerheads and other water use fixtures with their low-flow counterparts is in place for the agency's service area.

Condition 3: The agency has distributed or directly installed low-flow showerheads and other low-flow plumbing devices to not less than 10% of single-family accounts and 10% of multi-family units constructed prior to 1992 during the reporting period.

Test For Condition 1

Report Year	Report Period	Single Family		Multi Family	
		Reported Saturation	Saturation 75%?	Reported Saturation	Saturation 75%?
1999	99-00	20	No	20	No
2000	99-00	22	No	22	No
2001	01-02		No		No
2002	01-02		No		No
2003	03-04		No		No
2004	03-04		No		No
2005	05-06		No		No
2006	05-06		No		No
2007	07-08		No		No
2008	07-08		No		No

BMP 2 Coverage Requirement Status

Test For Condition 2

Report Year	Report Period	RU has ordinance requiring showerhead retrofit?	
1999	99-00	No	▲
2000	99-00	No	
2001	01-02	Yes	
2002	01-02	No	
2003	03-04	No	
2004	03-04	No	
2005	05-06	Yes	
2006	05-06	Yes	
2007	07-08	Yes	
2008	07-08	Yes	

Test For Condition 3

1992 SF Accounts	Num. Showerheads Distributed to SF Accounts	Single Family Coverage Ratio	SF Coverage Ratio 10%
<u>16,601</u>	<u>125</u>	<u>0.8%</u>	<u>No</u>
1992 MF Accounts	Num. Showerheads Distributed to MF Accounts	Multi Family Coverage Ratio	MF Coverage Ratio 10%
<u>8,164</u>	<u>50</u>	<u>0.6%</u>	<u>No</u>

BMP 2 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 3 Coverage Requirement Status

Reporting Unit ID 94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

An agency must meet one of two conditions to be in compliance with BMP 3:

Condition 1: Perform a prescreening audit. If the result is equal to or greater than 0.9 nothing more needs be done.

Condition 2: Perform a prescreening audit. If the result is less than 0.9, perform a full audit in accordance with AWWA's Manual of Water Supply Practices, Water Audits, and Leak Detection.

RU operates a water distribution system: Yes

Tests For Conditions 1 and 2

Report Year	Report Period	Pre Screen Completed	Pre Screen Result	Full Audit Indicated	Full Audit Completed	
1999	99-00	No	0.0%	Yes	No	▲
2000	99-00	No			No	
2001	01-02	No	0.0%	Yes	No	
2002	01-02	No	0.0%	Yes	No	
2003	03-04	No	0.0%	Yes	No	
2004	03-04	No	0.0%	Yes	No	
2005	05-06	No	0.0%	Yes	No	
2006	05-06	No	0.0%	Yes	No	
2007	07-08	Yes	97.4%	No	No	
2008	07-08	Yes	98.4%	No	No	▼

BMP 3 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 4 Coverage Requirement Status

Reporting Unit ID

94

Rep Unit Name:

City of Upland

Date MOU Signed:

9/23/1991

Reporting Period:

07-08

Rep Unit Category:

Retail Only

RU indicated "At least as effective as" Implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

For agencies signing the MOU prior to December 31, 1997:

100% of existing unmetered accounts to be metered and billed by volume of use by July 1, 2009.

For agencies signing the MOU after December 31, 1997:

100% of existing unmetered accounts to be metered and billed by volume of use by July 1, 2012

OR within six years of signing the MOU (whichever date is later). All retrofits must be completed no later than one year prior to the requirements of state law (January 1, 2025).

Tests For Compliance

Total Meter Retrofits Reported through 2008

0

No. of Unmetered Accounts in Base Year

0

Meter Retrofit Coverage as % of Base Year Unmetered Accounts

No Unmetered Accounts

Coverage Requirement by Year 10 of Implementation

90.0%

RU on Schedule to Meet 10 Year Coverage Requirement

Yes

BMP 4 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 5 Coverage Requirement Status

Reporting Unit ID 94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU filed an exemption for this BMP during report period: No exemption request filed
If exemption filed, type: _____

RU indicated "At least as effective as" Implementation during report period: No

Exhibit 1 Coverage Requirement

An agency must meet three conditions to comply with BMP 5.

Condition 1: Develop water budgets for 90% of its dedicated landscape meter accounts within four years of the date implementation is to start.

Condition 2: (a) Offer landscape surveys to at least 20% of its CII accounts with mixed use meters each report cycle and be on track to survey at least 15% of its CII accounts with mixed use meters within 10 years of the date implementation is to start OR (b) Implement a dedicated landscape meter retrofit program for CII accounts with mixed use meters or assign landscape budgets to mixed use meters.

Condition 3: Implement and maintain customer incentive program(s) for irrigation equipment retrofits.

Test For Condition 1

Report Year	Report Period	BMP 5 Implementation Year	No. of Irrigation Meter Accounts	No. of Irrigation Accounts with Budgets	Budget Coverage Ratio	90% Coverage Met by Year 4
1999	99-00	0	230	0	0.00	NA
2000	99-00	1	230	0	0.00	NA
2001	01-02	2	285	0	0.00	NA
2002	01-02	3	285	0	0.00	NA
2003	03-04	4	285	0	0.00	No
2004	03-04	5	304	0	0.00	No
2005	05-06	6	335	0	0.00	No
2006	05-06	7	351	0	0.00	No
2007	07-08	8	348	0	0.00	No
2008	07-08	9	359	0	0.00	No

Test For Condition 2a (survey offers)

Select Reporting Period:

07-08

Large Landscape Survey Offers as % of Mixed Use Meter CII Accounts:

8.0%

Survey Offers Equal or Exceed 20% Coverage Requirement:

No

BMP 5 Coverage Requirement Status

Test For Condition 2a (surveys completed)

Total Completed Landscape Surveys Reported through 2008	31
Credit for Surveys Completed Prior to Implementation of Reporting Database	851
Total + Credit	882
CII Accounts with Mixed Use Meters in Base Year	1,257
RU Survey Coverage as % of Base Year CII Accounts	70.2%
Coverage Requirement by Year 9 of Implementation per Exhibit 1	11.5%
RU on Schedule to Meet 10 Year Coverage Requirement	Yes

Test For Condition 2b (mixed use budget or meter retrofit program)

Report Year	Report Period	BMP 5 Implementation Year	Agency has mix-use budget program	No. of mixed-use budgets
1999	99-00	0	no	0
2000	99-00	1	no	0
2001	01-02	2	no	0
2002	01-02	3	no	0
2003	03-04	4	no	0
2004	03-04	5	no	0
2005	05-06	6	no	0
2006	05-06	7	no	0
2007	07-08	8	no	0
2008	07-08	9	no	0

Report Year	Report Period	BMP 4 Implementation Year	No. of mixed use CII accounts	No. of mixed use CII accounts fitted with irrig. meters
1999	99-00	1	1206	0
2000	99-00	2	1206	0
2001	01-02	3	17046	0
2002	01-02	4	17046	0
2003	03-04	5	unknown	0
2004	03-04	6	991	0
2005	05-06	7	1126	0
2006	05-06	8	2103	0
2007	07-08	9	1000	0
2008	07-08	10	1000	0

BMP 5 Coverage Requirement Status

Test For Condition 3

Report Year	Report Period	BMP 5 Implementation Year	RU offers financial incentives?	<u>Loans</u>		<u>Grants</u>		<u>Rebates</u>	
				No.	Total Amount	No.	Total Amount	No.	Total Amount
1999	99-00	0	no	0	0	0	0	0	0
2000	99-00	1	no	0	0	0	0	0	0
2001	01-02	2	no	0	0	0	0	0	0
2002	01-02	3	no	0	0	0	0	0	0
2003	03-04	4	no	0	0	0	0	0	0
2004	03-04	5	no	0	0	0	0	0	0
2005	05-06	6	no	0	0	0	0	0	0
2006	05-06	7	no	0	0	0	0	0	0
2007	07-08	8	yes	0	0	109	26160	2	480
2008	07-08	9	yes	0	0	0	0	172	23681

BMP 5 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 6 Coverage Requirement Status

Reporting Unit ID 94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU Indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Pre-2004 Exhibit 1 Coverage Requirement

An agency must meet one condition to comply with BMP 6.

Condition 1: Offer a cost-effective financial incentive for high-efficiency washers if one or more energy service providers in service area offer financial incentives for high-efficiency washers.

Revised Exhibit 1 Coverage Requirement

An agency must meet two conditions to comply with BMP 6.

Condition 1: Offer cost-effective financial incentives for high-efficiency washers with Water Factors of 9.5 or less.

Condition 2: Meet Coverage Goal ($CG = \text{Total Dwelling Units} \times 0.0768$) by July 1, 2008. Agencies signing the MOU after July 1, 2003, shall have a prorated Coverage Goal, based on implementation period of less than 4.0 years.

Test For Condition 1

Agency offered cost-effective financial incentives for high-efficiency washers with Water Factors of 9.5 or less:

yes

Test For Condition 2

Coverage Goal:

1,843

Total Coverage Points Awarded (incl. past credit):

4,416

% of Coverage Goal:

239.6%

BMP 6 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 7 Coverage Requirement Status

Reporting Unit ID

94

Rep Unit Name:

City of Upland

Date MOU Signed:

9/23/1991

Reporting Period:

07-08

Rep Unit Category:

Retail Only

RU Indicated "At least as effective as" Implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

An agency must meet one condition to comply with BMP 7.

Condition 1: Implement and maintain a public information program consistent with BMP 7's definition.

Test For Condition 1:07-08

Report Year	Report Period	BMP 7 Implementation Year	RU Has Public Information Program
1999	99-00	1	No
2000	99-00	2	Yes
2001	01-02	3	Yes
2002	01-02	4	Yes
2003	03-04	5	Yes
2004	03-04	6	Yes
2005	05-06	7	Yes
2006	05-06	8	Yes
2007	07-08	9	Yes
2008	07-08	10	Yes

BMP 7 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 8 Coverage Requirement Status

Reporting Unit ID

94

Rep Unit Name:

City of Upland

Date MOU Signed:

9/23/1991

Reporting Period:

07-08

Rep Unit Category:

Retail Only

RU indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

An agency must meet one condition to comply with BMP 8.

Condition 1: Implement and maintain a school education program consistent with BMP 8's definition.

Test For Condition 1

Report Year	Report Period	BMP 8 Implementation Year	RU Has School Education Program
1999	99-00	1	No
2000	99-00	2	Yes
2001	01-02	3	Yes
2002	01-02	4	Yes
2003	03-04	5	Yes
2004	03-04	6	Yes
2005	05-06	7	Yes
2006	05-06	8	Yes
2007	07-08	9	Yes
2008	07-08	10	Yes

BMP 8 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 9 Coverage Requirement Status

Reporting Unit ID

94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU Indicated "At least as effective as" Implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed
If exemption filed, type: _____

Exhibit 1 Coverage Requirement

An agency must meet two conditions to comply with BMP 9.

Condition 1: Agency has identified and ranked by use commercial, industrial, and institutional accounts.

Condition 2(a): Agency is on track to survey 10% of commercial accounts, 10% of industrial accounts, and 10% of institutional accounts within 10 years of date implementation to commence.

OR

Condition 2(b): Agency is on track to reduce CII water use by an amount equal to 10% of baseline use within 10 years of date implementation to commence.

OR

Condition 2(c): Agency is on track to meet the combined target as described in Exhibit 1 BMP 9 documentation.

Test For Condition 1

Ranked Commercial Customers **no**

Ranked Industrial Customers **no**

Ranked Institutional Customers **yes**

Rank Coverage Met **No**

Test For Condition 2a

Total Completed Surveys Reported through 2008

Credit for Surveys Completed Prior to Implementation of Reporting Database

Total + Credit

CII Accounts in Base Year

RU Survey Coverage as % of Base Year CII Accounts

Coverage Requirement by Year 9 of Implementation per Exhibit 1

RU on Schedule to Meet 10 Year Coverage Requirement

Commercial	Industrial	Institutional
<u>0</u>	<u>0</u>	<u>0</u>
<u>0</u>	<u>0</u>	<u>3</u>
<u>0</u>	<u>0</u>	<u>3</u>
<u>1,051</u>	<u>2</u>	<u>204</u>
<u>0.0%</u>	<u>0.0%</u>	<u>1.5%</u>
<u>7.7%</u>	<u>7.7%</u>	<u>7.7%</u>
<u>No</u>	<u>No</u>	<u>No</u>

BMP 9 Coverage Requirement Status

Test For Condition 2b

Coverage Year	Performance Target Savings (AF/Yr)	Performance Target Savings Coverage	Performance Target Savings Coverage Requirement	Coverage Requirement Met
1999	0	0%	0.5%	No
2000	0	0%	1%	No
2001	0	0%	1.7%	No
2002	0	0%	2.4%	No
2003	0	0%	3.3%	No
2004	0	0%	4.2%	No
2005	0	0%	5.3%	No
2006	0	0%	6.4%	No
2007	0	0%	7.7%	No
2008	0	0%	9%	No

Test For Condition 2c

Total BMP 9 Surveys + Credit	<u>3</u>
BMP 9 Survey Coverage	<u>0.2%</u>
BMP 9 Performance Target Coverage	<u>0.0%</u>
BMP 9 Survey + Performance Target Coverage	<u>0.2%</u>
Combined Coverage Equals or Exceeds BMP 9 Survey Coverage Requirement?	<u>No</u>

BMP 9 Coverage Status Summary

Water supplier is not currently on track to meet the coverage requirements for this BMP.

BMP 11 Coverage Requirement Status

Reporting Unit ID

94

Rep Unit Name:

City of Upland

Date MOU Signed:

9/23/1991

Reporting Period:

07-08

Rep Unit Category:

Retail Only

RU indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

Agency shall maintain rate structure consistent with BMP 11's definition of conservation pricing.

Test For Compliance

Fully metered?

Yes

Water Coverage Met?

Yes

Provide Sewer Service?

yes

Sewer Coverage Met?

Yes

BMP 11 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 11 Sewer Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 12 Coverage Requirement Status

Reporting Unit ID

94

Rep Unit Name:

City of Upland

Date MOU Signed:

9/23/1991

Reporting Period:

07-08

Rep Unit Category:

Retail Only

RU Indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

Agency shall staff and maintain the position of conservation coordinator and provide support staff as necessary.

Test For Compliance

Report Year	Report Period	Conservation Coordinator Position Staffed?	Total Staff on Team (incl. CC)
1999	99-00	no	0
2000	99-00	no	0
2001	01-02	no	0
2002	01-02	yes	1
2003	03-04	yes	1
2004	03-04	yes	1
2005	05-06	yes	.3
2006	05-06	yes	.35
2007	07-08	yes	.3
2008	07-08	yes	.8

BMP 12 Coverage Status Summary

Water supplier has met the coverage requirements for this BMP.

BMP 13 Coverage Requirement Status

Reporting Unit ID 94

Rep Unit Name:

City of Upland

Date MOU Signed:
9/23/1991

Reporting Period:
07-08

Rep Unit Category:
Retail Only

RU Indicated "At least as effective as" implementation during report period: No

RU filed an exemption for this BMP during report period: No exemption request filed

If exemption filed, type: _____

Exhibit 1 Coverage Requirement

Implementation methods shall be enacting and enforcing measures prohibiting gutter flooding, single pass cooling systems in new connections, non-recirculating systems in all new conveyer car wash and commercial laundry systems, and non-recycling decorative water fountains.

Test For Compliance

Agency or service area prohibits:

Report Year	Gutter Flooding	Single-Pass Cooling Systems	Single-Pass Car Wash	Single-Pass Laundry	Single-Pass Fountains	Other	RU has ordinance that meets coverage requirement
1999	yes	no	no	no	yes	yes	No
2000	yes	no	no	no	yes	yes	No
2001	yes	yes	yes	no	no	yes	No
2002	yes	no	yes	no	no	yes	No
2003	yes	no	yes	no	no	yes	No
2004	yes	no	yes	no	no	yes	No
2005	yes	no	yes	no	no	yes	No
2006	yes	no	yes	no	no	yes	No
2007	yes	no	yes	no	no	yes	No
2008	yes	no	yes	no	no	yes	No

BMP 13 Coverage Status Summary

Water supplier is not currently on track to meet the coverage requirements for this BMP.

BMP 14 Coverage Requirement Status

Reporting Unit ID: 94 Rep Unit Name: City of Upland

Base Year: 1997 Rep Unit Category: Retail Only

Exhibit 1 Coverage Requirement

An agency must meet one of the following conditions to be in compliance with BMP 14.

Condition 1: Retrofit-on-resale (ROR) in effect in service area

Condition 2: Water savings from toilet replacement programs equal to 90% of Exhibit 6 coverage requirement.

An agency with an exemption for BMP 14 is not required to meet one of the above conditions.

The report treats an agency with missing base year data required to compute the Exhibit 6 coverage requirement as out of compliance with BMP 14.

Coverage Year	BMP 14 Data Submitted to CUIWCC	Exemption Filed with CUIWCC	ROR Ordinance in Effect	Exhibit 6 Coverage Req'mt (AF)	Toilet Replacement Program Water Savings (AF)
1999	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	75	1,100
2000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	214	1,260
2001	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	406	1,414
2002	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	642	1,568
2003	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	915	1,754
2004	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,218	1,947
2005	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,545	2,244
2006	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1,891	2,612
2007	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2,251	3,016
2008	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2,622	3,479

BMP 14 Coverage Requirement Status

BMP 14 Coverage Status Summary: 2011

Water supplier is not currently on track to meet the coverage requirements for this BMP.



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency: **City of Upland** District Name: **City of Upland** CUWCC Unit #: **94**
Retail: **city of upland**

Primary Contact: **Allison Loukeh** Telephone: **#REF!** Email: **aloukeh@cityupland.ca.us**

Compliance Option Chosen By Reporting Agency:
(Traditional, Flex Track or GPCD)
GPCD if used:

GPCD in 2010: **243**
GPCD Target for 2018: **222**

Year	Report	Target	Highest Acceptable Bound		
			% Base	GPCD	GPCD
2010	1	96.4%	261	100%	271
2012	2	92.8%	252	95%	261
2014	3	89.2%	242	93%	252
2016	4	85.6%	232	88%	242
2018	5	82.0%	222	82%	222

Not on Track if 2010 GPCD is \geq than target

GPCD in 2010: **243**

Highest Acceptable GPCD for 2010: **271**

On Track



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Foundational BMPs

BMP 1.1 Operational Practices

Name Title Email	2009	2010	Conservation Coordinator provided with necessary resources to implement BMPs?
1. Conservation Coordinator provided with necessary resources to implement BMPs?	Alison Loukeh Senior Management Analyst aloukeh@cityofupland.ca.us On Track	Alison Loukeh Senior Management Analyst aloukeh@cityofupland.ca.us On Track	
2. Water waste prevention documentation			
Descriptive File	#REF!	#REF!	On Track. If any one of the 6 ordinance actions done, plus documentation or links provided
Descriptive File 2010			
URL	http://www.cityofupland.ca.us	http://www.cityofupland.ca.us	
URL 2010			
Describe Ordinance Terms	Text is too large to fit in this space, it will be transferred to the database when available	Text is too large to fit in this space, it will be transferred to the database when available	
Describe Ordinance Terms 2010			Text is too large to fit in this space, it will be transferred to the database when available. On Track



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

BMP 1.2 Water Loss Control

	2009	2010
Complete a prescreening Audit	no	Not on Track
Metered Sales	20,092	
Verifiable Other Uses	1	
Total Supply	21,886	
(Metered Sales + System uses)		
Total Supply >0.89	0.92	On Track
If ratio is less than 0.9, complete a full scale Audit in 2009?	N/A	On Track
Verify Data with Records on File?	N/A	On Track
Operate a system Leak Detection Program?	Yes	On Track

On Track if Yes

On Track if $\geq .89$, Not on Track if No

On Track if Yes

On Track if Yes

On Track if Yes

On Track if Yes, Not on Track if No

On Track if Yes, Not on Track if No

Info only until 2012

Info only until 2012

Info only until 2012

On Track if Yes, Not on Track if No

Info only until 2012

Info only until 2012

	2010	2011
Complete Standard Water Audit using AWWA Software?	Yes	On Track
AWWA file provided to CUWCC?	Upload AWWA water audit file	On Track
AWWA Water Audit Validity Score?	72	
Completed Training in AWWA Audit Method?	No	
Completed Training in Component Analysis Process?	No	
Complete Component Analysis?	No	
Repaired all leaks and breaks to the extent cost effective?	Yes	On Track
Locate and repair unreported leaks to the extent cost effective.	Yes	On Track
Maintain a record-keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair.		
Provided 7 types of Water Loss Control Info		
Leaks Repaired	Value Real Losses	Value Apparent Losses
1471	\$ -	\$ -
	Miles Surveyed	Press Reduction
	-	240 Off
	Cost of Interventions	Water Saved
	\$ -	0



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

1.3 METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS

If signed MOU prior to 31 Dec 1997, On Track. If signed after 31 Dec 1997, complete meter installations by 1 July 2012 or within 6 yrs of signing and 20% biannual reduction of unmetered connections.

	2009	2010	
Exemption or 'At least as Effective As' accepted by CUWCC	0	0	On Track
Numbered Unmetered Accounts	Yes	Yes	On Track
Metered Accounts billed by volume of use	0	0	On Track
Number of CII accounts with Mixed Use meters	No	No	Info only until 2012
Conducted a feasibility study to assess merits of a program to provide incentives to such mixed-use accounts to dedicated landscape meters?	No	No	Info only until 2012
Feasibility Study provided to CUWCC?	No	No	On Track if Yes, Not on Track if No
Completed a written plan, policy or program to test, repair and replace meters	Not On Track	Not On Track	

On Track if no unmetered accounts

Volumetric billing required for all connections on same schedule as metering

Info only

Info only until 2012

Info only until 2012

On Track if Yes, Not on Track if No



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Agency:
Retail

City of Upland

District Name:

City of Upland

CUWCC Unit #: 94

Primary Contact

Alison Loukeh

Coverage Report Date:

May 19, 2011

Email:

aloukeh@ci.upland.ca.us

1.4 Retail Conservation Pricing

Metered Water Rate Structure

Customer Class	2009 Rate Type	Conserving Rate?	2010 Rate Type	Conserving Rate?
Single-Family	Increasing Block	Yes	Increasing	Yes
Multi-Family	Increasing Block	Yes	Increasing	Yes

On Track

On Track

On Track if: Increasing Block, Uniform, Allocation, Standby Service; Not on Track if otherwise

Year Volumetric Rates began for Agencies with some Unmetered Accounts

Info only

Agencies with Partially Metered Service Areas: If signed MOU prior to 31 Dec. 1997, implementation starts no later than 1 July 2010. If signed MOU after 31 Dec. 1997, implementation starts no later than 1 July 2013, or within seven years of signing the MOU.



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

Adequacy of Volumetric Rates) for Agencies with No Unmetered Accounts

Customer Class	2009 Rate Type	2009 Volumetric Revenues \$1000s	2010 Rate Type	2010 Volumetric Revenues \$1000s	Agency Choices for rates:
Single-Family Multi-Family Select a Customer Type Select a Customer Type	Increasing Block Increasing Block Increasing Block Increasing Block	\$ 11,600 \$ 2,026 \$ - \$ -	Single-Family Multi-Family Select a Customer Type Select a Customer Type	\$ 10,149 \$ 1,251 \$ - \$ -	A) Agencies signing MOU prior to 13 June 2007, implementation starts 1 July 2007: On Track if $(V / (V + M)) \geq 70\% \times .8 = 56\%$ for 2009 and $70\% \times 0.90 = 63\%$ for 2010; Not on track if $(V / (V + M)) < 70\%$; B) Use Canadian model, Agencies signing MOU after 13 June 2007, implementation starts July 1 of year following signing.
Total Revenue Commodity Charges (V): Total Revenue Fixed Charges (M): Calculate: $V / (V + M)$:		\$ 13,626 \$ 357 97%		\$ 11,400 \$ 434 96%	
		On Track		On Track	

Canadian Water & Wastewater Rate Design Model
Used and Provided to CUWCC
If Canadian Model is used, was 1 year or 3 year period applied?

Wastewater Rates

Does Agency Provide Sewer Service?

2009 If 'No', then wastewater rate info not required.

2010

Customer Class	2009 Rate Type	Conserving Rate?	Customer Class	2010 Rate Type	Conserving Rate?
Single-Family Multi-Family	Uniform Uniform	Yes Yes	Single-Family Multi-Family	Uniform Uniform	Yes Yes
		On Track			On Track

On Track if: 'Increasing Block', 'Uniform', 'based on long term marginal cost' or 'next unit of capacity'



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

BMP 2. EDUCATION PROGRAMS

BMP 2.1 Public Outreach Actions Implemented and Reported to CUWCC

- 1) Contacts with the public (minimum = 4 times per year)
- 2) Water supplier contacts with media (minimum = 4 times per year, i.e., at least quarterly).
- 3) An actively maintained website that is updated regularly (minimum = 4 times per year, i.e., at least quarterly).
- 4) Description of materials used to meet minimum requirement.

	2009	2010	
19	19	19	
5	5	8	
Yes	Yes	Yes	
Newsletter articles on conservation Flyers and/or brochures, bill stuffers, messages General water conservation information Landscape water conservation media campaign News releases Television contacts Articles or stories resulting from outreach	General water conservation information Flyers and/or brochures, bill stuffers, messages Website Articles or stories resulting from outreach News releases	General water conservation information Flyers and/or brochures, bill stuffers, messages Website Articles or stories resulting from outreach News releases	All 6 action types implemented and reported to CUWCC to be 'On Track'
\$ 22,269	\$ 25,000		
Description is too large for text area. Data will be stored in the BMP Reporting database when online.	Description is too large for text area. Data will be stored in the BMP Reporting database when online.		
On Track	On Track	On Track	

5) Annual budget for public outreach program.

6) Description of all other outreach programs



CUWCC BMP RETAIL COVERAGE REPORT 2009-2010

Foundation Best Management Practices for Urban Water Efficiency

2.2 School Education Programs Implemented and Reported to CUWCC

Does a wholesale agency implement School Education Programs for this utility's benefit?

Name of Wholesale Supplier?

1) Curriculum materials developed and/or provided by agency

2) Materials meet state education framework requirements and are grade-level appropriate?

3) Materials Distributed to K-6?

Describe K-6 Materials

Materials distributed to 7-12 students?

4) Annual budget for school education program.

5) Description of all other water supplier education programs

		2009	2010	Yes/ No
		Yes	Yes	
		Metropolitan Water District of Southern California	Metropolitan Water District of Southern California	
		Education Workbooks, posters, videos	Curriculum materials, workbooks, videos, and contests that are grade appropriate.	
		Yes	Yes	
		Yes	Yes	
		water-use surveys vis the National Theater for Children	Upland participated in the National Theater for Children program sponsored by IEUA. This program distributes water use surveys.	
		Yes	Yes	
		\$ 5,000	\$ 6,000	
		Upland belongs to the WEWAC, which provides educational opportunities for	We attend approximately 12 events per year and always have a children's table explaining water conservation to our younger visitors	
		See Wholesale Report	See Wholesale Report	
		On Track	On Track	

All 5 actions types implemented and reported to CUWCC to be 'On Track'

Describe materials to meet minimum requirements

Info Only



TARGETS / COMPLIANCE (SBx7-7)

Target Summary	2020	2015
Method 1	211.8	238.2
Method 2	N/A	N/A
Method 3	N/A	N/A
Method 4	0.0	0.0

Input cells:

Calculated cells:

GPCD in 2010	243.4
Base daily per capita water use (10-15yr baseline)	264.7
Base daily per capita water use (5yr baseline)	264.1
Max. allowable GPCD target in 2020 (95% x 5yr baseline)	250.9

Method 1: Baseline per Capita Water Use

80% x Base daily per capita water use (10-15yr baseline):

2015 Target:

2020 Target:

Method 3: Hydrologic Region Targets

Enter the percentage of your service area population in each hydrologic region

Region	Region Name	% Population	GPCD Target
1	North Coast		137
2	San Francisco Bay		131
3	Central Coast		123
4	South Coast		149
5	Sacramento River		176
6	San Jacinto		174
7	Tulare lake		188
8	North Lahontan		173
9	South Lahontan		170
10	Colorado River		211

0.0%

2015 Target:

2020 Target:

Method 2: Performance Standards

TM 2 Indoor Water Use allowance:

TM 6 Landscaped Area Water Use:

TM 7 Baseline CII Water Use:

2015 Target:

2020 Target:

Method 4:

To be Developed

Routing
 Date
 Index
 1st. Clk
 2nd. Clk
 3rd. Clk
 4th. Clk
 5th. Clk
 6th. Clk
 7th. Clk
 8th. Clk
 9th. Clk
 10th. Clk
 11th. Clk
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 16th. Clk
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 21st. Clk
 22nd. Clk
 23rd. Clk
 24th. Clk
 25th. Clk
 26th. Clk
 27th. Clk
 28th. Clk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER DISTRICT,
 Plaintiff,
 v.
 CITY OF CHINO, et al.
 Defendants.

JUDGMENT

FILED

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FILED - West District
 San Bernardino County Clerk

OCT 25 1989

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JUDGMENT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHINO BASIN MUNICIPAL WATER
DISTRICT,

Plaintiff,

v.

CITY OF CHINO, et al.

Defendants.

No. 164327

JUDGMENT

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction. The complaint here-
in was filed on January 2, 1975, seeking an adjudication of water
rights, injunctive relief and the imposition of a physical solu-
tion. A first amended complaint was filed on July 16, 1976. The
defaults of certain defendants have been entered, and certain
other defendants dismissed. Other than defendants who have been
dismissed or whose defaults have been entered, all defendants have
appeared herein. By answers and order of this Court, the issues
have been made those of a full inter se adjudication between the

1 parties. This Court has jurisdiction of the subject matter of
2 this action and of the parties herein.

3 2. Stipulation For Judgment. Stipulation for entry of
4 judgment has been filed by and on behalf of a majority of the
5 parties, representing a majority of the quantitative rights herein
6 adjudicated.

7 3. Trial; Findings and Conclusions. Trial was commenced on
8 December 16, 1977, as to the non-stipulating parties, and findings
9 of fact and conclusions of law have been entered disposing of the
10 issues in the case.

11 4. Definitions. As used in this Judgment, the following
12 terms shall have the meanings herein set forth:

13 (a) Active Parties. All parties other than those who
14 have filed with Watermaster a written waiver of service of
15 notices, pursuant to Paragraph 58.

16 (b) Annual or Year -- A fiscal year, July 1 through
17 June 30, following, unless the context shall clearly indicate
18 a contrary meaning.

19 (c) Appropriative Right -- The annual production right
20 of a producer from the Chino Basin other than pursuant to an
21 overlying right.

22 (d) Basin Water -- Ground water within Chino Basin which
23 is part of the Safe Yield, Operating Safe Yield, or replen-
24 ishment water in the Basin as a result of operations under the
25 Physical Solution decreed herein. Said term does not include
26 Stored Water.

27 (e) CBMWD -- Plaintiff Chino Basin Municipal Water
28 District.

1 (f) Chino Basin or Basin -- The ground water basin
2 underlying the area shown as such on Exhibit "B" and within
3 the boundaries described in Exhibit "K".

4 (g) Chino Basin Watershed -- The surface drainage area
5 tributary to and overlying Chino Basin.

6 (h) Ground Water -- Water beneath the surface of the
7 ground and within the zone of saturation, i.e., below the
8 existing water table.

9 (i) Ground Water Basin -- An area underlain by one or
10 more permeable formations capable of furnishing substantial
11 water storage.

12 (j) Minimal Producer -- Any producer whose production
13 does not exceed five acre-feet per year.

14 (k) MWD -- The Metropolitan Water District of Southern
15 California.

16 (l) Operating Safe Yield -- The annual amount of ground
17 water which Watermaster shall determine, pursuant to criteria
18 specified in Exhibit "I", can be produced from Chino Basin by
19 the Appropriative Pool parties free of replenishment obliga-
20 tion under the Physical Solution herein.

21 (m) Overdraft -- A condition wherein the total annual
22 production from the Basin exceeds the Safe Yield thereof.

23 (n) Overlying Right -- The appurtenant right of an owner
24 of lands overlying Chino Basin to produce water from the Basin
25 for overlying beneficial use on such lands.

26 (o) Person. Any individual, partnership, association,
27 corporation, governmental entity or agency, or other organ-
28 ization.

1 (p) PVMWD -- Defendant Pomona Valley Municipal Water
2 District.

3 (q) Produce or Produced -- To pump or extract ground
4 water from Chino Basin.

5 (r) Producer -- Any person who produces water from Chino
6 Basin.

7 (s) Production -- Annual quantity, stated in acre feet,
8 of water produced.

9 (t) Public Hearing -- A hearing after notice to all
10 parties and to any other person legally entitled to notice.

11 (u) Reclaimed Water -- Water which, as a result of
12 processing of waste water, is suitable for a controlled use.

13 (v) Replenishment Water -- Supplemental water used to
14 recharge the Basin pursuant to the Physical Solution, either
15 directly by percolating the water into the Basin or indirectly
16 by delivering the water for use in lieu of production and use
17 of safe yield or Operating Safe Yield.

18 (w) Responsible Party -- The owner, co-owner, lessee or
19 other person designated by multiple parties interested in a
20 well as the person responsible for purposes of filing reports
21 hereunder.

22 (x) Safe Yield -- The long-term average annual quantity
23 of ground water (excluding replenishment or stored water but
24 including return flow to the Basin from use of replenishment
25 or stored water) which can be produced from the Basin under
26 cultural conditions of a particular year without causing an
27 undesirable result.

28 (y) SBVMWD -- San Bernardino Valley Municipal Water

1 District.

2 (z) State Water -- Supplemental Water imported through
3 the State Water Resources Development System, pursuant to
4 Chapter 8, Division 6, Part 6 of the Water Code.

5 (aa) Stored Water -- Supplemental water held in storage,
6 as a result of direct spreading, in lieu delivery, or other-
7 wise, for subsequent withdrawal and use pursuant to agreement
8 with Watermaster.

9 (bb) Supplemental Water -- Includes both water imported
10 to Chino Basin from outside Chino Basin Watershed, and re-
11 claimed water.

12 (cc) WMWD -- Defendant Western Municipal Water District
13 of Riverside County.

14 5. List of Exhibits. The following exhibits are attached to
15 this Judgment and made a part hereof:

16 "A" -- "Location Map of Chino Basin" showing boundaries
17 of Chino Basin Municipal Water District, and other geographic
18 and political features.

19 "B" -- "Hydrologic Map of Chino Basin" showing hydrologic
20 features of Chino Basin.

21 "C" -- Table Showing Parties in Overlying (Agricultural)
22 Pool.

23 "D" -- Table Showing Parties in Overlying (Non-
24 agricultural Pool and Their Rights.

25 "E" -- Table Showing Appropriators and Their Rights.

26 "F" -- Overlying (Agricultural) Pool Pooling Plan.

27 "G" -- Overlying (Non-agricultural) Pool Pooling Plan.

28 "H" -- Appropriative Pool Pooling Plan.

1 "I" -- Engineering Appendix.

2 "J" -- Map of In Lieu Area No. 1.

3 "K" -- Legal Description of Chino Basin.

4
5 II. DECLARATION OF RIGHTS

6 A. HYDROLOGY

7 6. Safe Yield. The Safe Yield of Chino Basin is 140,000 acre
8 feet per year.

9 7. Overdraft and Prescriptive Circumstances. In each year
10 for a period in excess of five years prior to filing of the First
11 Amended Complaint herein, the Safe Yield of the Basin has been
12 exceeded by the annual production therefrom, and Chino Basin is and
13 has been for more than five years in a continuous state of over-
14 draft. The production constituting said overdraft has been open,
15 notorious, continuous, adverse, hostile and under claim of right.
16 The circumstances of said overdraft have given notice to all
17 parties of the adverse nature of such aggregate over-production.

18 B. WATER RIGHTS IN SAFE YIELD

19 8. Overlying Rights. The parties listed in Exhibits "C" and
20 "D" are the owners or in possession of lands which overlie Chino
21 Basin. As such, said parties have exercised overlying water
22 rights in Chino Basin. All overlying rights owned or exercised by
23 parties listed in Exhibits "C" and "D" have, in the aggregate, been
24 limited by prescription except to the extent such rights have been
25 preserved by self-help by said parties. Aggregate preserved
26 overlying rights in the Safe Yield for agricultural pool use,
27 including the rights of the State of California, total 82,800 acre
28 feet per year. Overlying rights for non-agricultural pool use

1 total 7,366 acre feet per year and are individually decreed for
2 each affected party in Exhibit "D". No portion of the Safe Yield
3 of Chino Basin exists to satisfy unexercised overlying rights, and
4 such rights have all been lost by prescription. However, uses may
5 be made of Basin Water on overlying lands which have no preserved
6 overlying rights pursuant to the Physical Solution herein. All
7 overlying rights are appurtenant to the land and cannot be assigned
8 or conveyed separate or apart therefrom.

9 9. Appropriative Rights. The parties listed in Exhibit "E"
10 are the owners of appropriative rights, including rights by pres-
11 cription, in the unadjusted amounts therein set forth, and by
12 reason thereof are entitled under the Physical Solution to share in
13 the remaining Safe Yield, after satisfaction of overlying rights
14 and rights of the State of California, and in the Operating Safe
15 Yield in Chino Basin, in the annual shares set forth in Exhibit
16 "E".

17 (a) Loss of Priorities. By reason of the long continued
18 overdraft in Chino Basin, and in light of the complexity of
19 determining appropriative priorities and the need for con-
20 serving and making maximum beneficial use of the water re-
21 sources of the State, each and all of the parties listed in
22 Exhibit "E" are estopped and barred from asserting special
23 priorities or preferences, inter se. All of said appropri-
24 ative rights are accordingly deemed and considered of equal
25 priority.

26 (b) Nature and Quantity. All rights listed in Exhibit
27 "E" are appropriative and prescriptive in nature. By reason
28 of the status of the parties, and the provisions of Section

1 1007 of the Civil Code, said rights are immune from reduction
2 or limitation by prescription.

3 10. Rights of the State of California. The State of
4 California, by and through its Department of Corrections, Youth
5 Authority and Department of Fish and Game, is a significant pro-
6 ducer of ground water from and the State is the largest owner of
7 land overlying Chino Basin. The precise nature and scope of the
8 claims and rights of the State need not be, and are not, defined
9 herein. The State, through said departments, has accepted the
10 Physical Solution herein decreed, in the interests of implementing
11 the mandate of Section 2 of Article X of the California Constitu-
12 tion. For all purposes of this Judgment, all future production by
13 the State or its departments or agencies for overlying use on
14 State-owned lands shall be considered as agricultural pool use.

15 C. RIGHTS TO AVAILABLE GROUND WATER STORAGE CAPACITY

16 11. Available Ground Water Storage Capacity. There exists in
17 Chino Basin a substantial amount of available ground water storage
18 capacity which is not utilized for storage or regulation of Basin
19 Waters. Said reservoir capacity can appropriately be utilized for
20 storage and conjunctive use of supplemental water with Basin
21 Waters. It is essential that said reservoir capacity utilization
22 for storage and conjunctive use of supplemental water be undertaken
23 only under Watermaster control and regulation, in order to protect
24 the integrity of both such Stored Water and Basin Water in storage
25 and the Safe Yield of Chino Basin.

26 12. Utilization of Available Ground Water Capacity. Any
27 person or public entity, whether a party to this action or not, may
28 make reasonable beneficial use of the available ground water

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1 storage capacity of Chino Basin for storage of supplemental water;
2 provided that no such use shall be made except pursuant to written
3 agreement with Watermaster, as authorized by Paragraph 28. In the
4 allocation of such storage capacity, the needs and requirements of
5 lands overlying Chino Basin and the owners of rights in the Safe
6 Yield or Operating Safe Yield of the Basin shall have priority and
7 preference over storage for export.

8
9 III. INJUNCTION

10 13. Injunction Against Unauthorized Production of Basin
11 Water. Each party in each of the respective pools is enjoined, as
12 follows:

13 (a) Overlying (Agricultural) Pool. Each party in the
14 Overlying (Agricultural) Pool, its officers, agents, employees,
15 successors and assigns, is and they each are ENJOINED AND
16 RESTRAINED from producing ground water from Chino Basin in any
17 year hereafter in excess of such party's correlative share of
18 the aggregate of 82,800 acre feet allocated to said Pool,
19 except pursuant to the Physical Solution or a storage water
20 agreement.

21 (b) Overlying (Non-Agricultural) Pool. Each party in
22 the Overlying (Non-agricultural) Pool, its officers, agents,
23 employees, successors and assigns, is and they each are
24 ENJOINED AND RESTRAINED from producing ground water of Chino
25 Basin in any year hereafter in excess of such party's decreed
26 rights in the Safe Yield, except pursuant to the provisions of
27 the Physical Solution or a storage water agreement.

28 (c) Appropriative Pool. Each party in the

1 Appropriative Pool, its officers, agents, employees, successors
2 and assigns, is and they are each ENJOINED AND RESTRAINED from
3 producing ground water of Chino Basin in any year hereafter in
4 excess of such party's decreed share of Operating Safe Yield,
5 except pursuant to the provisions of the Physical Solution or
6 a storage water agreement.

7 14. Injunction Against Unauthorized Storage or Withdrawal
8 of Stored Water. Each party, its officers, agents, employees,
9 successors and assigns is and they each are ENJOINED AND RESTRAINED
10 from storing supplemental water in Chino Basin for withdrawal, or
11 causing withdrawal of, water stored by that party, except pursuant
12 to the terms of a written agreement with Watermaster and in
13 accordance with Watermaster regulations. Any supplemental water
14 stored or recharged in the Basin, except pursuant to such a Water-
15 master agreement, shall be deemed abandoned and not classified as
16 Stored Water. This paragraph has no application, as such, to
17 supplemental water spread or provided in lieu by Watermaster pur-
18 suant to the Physical Solution.

19
20 IV. CONTINUING JURISDICTION

21 15. Continuing Jurisdiction. Full jurisdiction, power and
22 authority are retained and reserved to the Court as to all matters
23 contained in this judgment, except:

24 (a) The redetermination of Safe Yield, as set forth in
25 Paragraph 6, during the first ten (10) years of operation of
26 the Physical Solution;

27 (b) The allocation of Safe Yield as between the several
28 pools as set forth in Paragraph 44 of the Physical Solution;

1 (c) The determination of specific quantitative rights
2 and shares in the declared Safe Yield or Operating Safe Yield
3 herein declared in Exhibits "D" and "E"; and

4 (d) The amendment or modification of Paragraphs 7(a) and
5 (b) of Exhibit "H", during the first ten (10) years of oper-
6 ation of the Physical Solution, and thereafter only upon
7 affirmative recommendation of at least 67% of the voting power
8 (determined pursuant to the formula described in Paragraph 3
9 of Exhibit "H"), but not less than one-third of the members
10 of the Appropriative Pool Committee representatives of parties
11 who produce water within CBMWD or WMWD; after said tenth year
12 the formula set forth in said Paragraph 7(a) and 7(b) of
13 Exhibit "H" for payment of the costs of replenishment water
14 may be changed to 100% gross or net, or any percentage split
15 thereof, but only in response to recommendation to the Court
16 by affirmative vote of at least 67% of said voting power of
17 the Appropriative Pool representatives of parties who produce
18 ground water within CBMWD or WMWD, but not less than one-third
19 of their number. In such event, the Court shall act in con-
20 formance with such recommendation unless there are compelling
21 reasons to the contrary; and provided, further, that the fact
22 that the allocation of Safe Yield or Operating Safe Yield
23 shares may be rendered moot by a recommended change in the
24 formula for replenishment assessments shall not be deemed to
25 be such a "compelling reason."

26 Said continuing jurisdiction is provided for the purpose of en-
27 abling the Court, upon application of any party, the Watermaster,
28 the Advisory Committee or any Pool Committee, by motion and, upon

1 at least 30 days' notice thereof, and after hearing thereon, to
2 make such further or supplemental orders or directions as may be
3 necessary or appropriate for interpretation, enforcement or carry-
4 ing out of this Judgment, and to modify, amend or amplify any of
5 the provisions of this Judgment.

6
7 V. WATERMASTER

8 A. APPOINTMENT

9 16. Watermaster Appointment. CBMWD, acting by and through a
10 majority of its board of directors, is hereby appointed Water-
11 master, to administer and enforce the provisions of this Judgment
12 and any subsequent instructions or orders of the Court hereunder.
13 The term of appointment of Watermaster shall be for five (5) years.
14 The Court will by subsequent orders provide for successive terms or
15 for a successor Watermaster. Watermaster may be changed at any
16 time by subsequent order of the Court, on its own motion, or on the
17 motion of any party after notice and hearing. Unless there are
18 compelling reasons to the contrary, the Court shall act in con-
19 formance with a motion requesting the Watermaster be changed if
20 such motion is supported by a majority of the voting power of the
21 Advisory Committee.

22 B. POWERS AND DUTIES

23 17. Powers and Duties. Subject to the continuing supervision
24 and control of the Court, Watermaster shall have and may exercise
25 the express powers, and shall perform the duties, as provided in
26 this Judgment or hereafter ordered or authorized by the Court in
27 the exercise of the Court's continuing jurisdiction.

28 18. Rules and Regulations. Upon recommendation by the

1 Advisory Committee, Watermaster shall make and adopt, after public
2 hearing, appropriate rules and regulations for conduct of Water-
3 master affairs, including meeting schedules and procedures, and
4 compensation of members of Watermaster at not to exceed \$25 per
5 member per meeting, or \$300 per member per year, whichever is less,
6 plus reasonable expenses related to activities within the Basin.
7 Thereafter, Watermaster may amend said rules from time to time upon
8 recommendation, or with approval of the Advisory Committee after
9 hearing noticed to all active parties. A copy of said rules and
10 regulations, and of any amendments thereof, shall be mailed to each
11 active party.

12 19. Acquisition of Facilities. Watermaster may purchase,
13 lease, acquire and hold all necessary facilities and equipment;
14 provided, that it is not the intent of the Court that Watermaster
15 acquire any interest in real property or substantial capital
16 assets.

17 20. Employment of Experts and Agents. Watermaster may
18 employ or retain such administrative, engineering, geologic,
19 accounting, legal or other specialized personnel and consultants as
20 may be deemed appropriate in the carrying out of its powers and
21 shall require appropriate bonds from all officers and employees
22 handling Watermaster funds. Watermaster shall maintain records for
23 purposes of allocation of costs of such services as well as of all
24 other expenses of Watermaster administration as between the several
25 pools established by the Physical Solution.

26 21. Measuring Devices. Watermaster shall cause parties,
27 pursuant to uniform rules, to install and maintain in good opera-
28 ting condition, at the cost of each party, such necessary measuring

1 devices or meters as Watermaster may deem appropriate. Such
2 measuring devices shall be inspected and tested as deemed necessary
3 by Watermaster, and the cost thereof shall constitute an expense of
4 Watermaster.

5 22. Assessments. Watermaster is empowered to levy and
6 collect all assessments provided for in the pooling plans and
7 Physical Solution.

8 23. Investment of Funds. Watermaster may hold and invest any
9 and all Watermaster funds in investments authorized from time to
10 time for public agencies of the State of California.

11 24. Borrowing. Watermaster may borrow from time to time
12 amounts not exceeding the annual anticipated receipts of Water-
13 master during such year.

14 25. Contracts. Watermaster may enter into contracts for the
15 performance of any powers herein granted; provided, however, that
16 Watermaster may not contract with or purchase materials, supplies
17 or services from CBMWD, except upon the prior recommendation and
18 approval of the Advisory Committee and pursuant to written order of
19 the Court.

20 26. Cooperation With Other Agencies. Subject to prior
21 recommendation or approval of the Advisory Committee, Watermaster
22 may act jointly or cooperate with agencies of the United States and
23 the State of California or any political subdivisions, munici-
24 palities or districts or any person to the end that the purpose of
25 the Physical Solution may be fully and economically carried out.

26 27. Studies. Watermaster may, with concurrence of the
27 Advisory Committee or affected Pool Committee and in accordance
28 with Paragraph 54(b), undertake relevant studies of hydrologic

1 conditions, both quantitative and qualitative, and operating
2 aspects of implementation of the management program for Chino
3 Basin.

4 28. Ground Water Storage Agreements. Watermaster shall
5 adopt, with the approval of the Advisory Committee, uniformly
6 applicable rules and a standard form of agreement for storage of
7 supplemental water, pursuant to criteria therefor set forth in
8 Exhibit "I". Upon appropriate application by any person, Water-
9 master shall enter into such a storage agreement; provided that all
10 such storage agreements shall first be approved by written order of
11 the Court, and shall by their terms preclude operations which will
12 have a substantial adverse impact on other producers.

13 29. Accounting for Stored Water. Watermaster shall calculate
14 additions, extractions and losses and maintain an annual account of
15 all Stored Water in Chino Basin, and any losses of water supplies
16 or Safe Yield of Chino Basin resulting from such Stored Water.

17 30. Annual Administrative Budget. Watermaster shall submit
18 to Advisory Committee an administrative budget and recommendation
19 for each fiscal year on or before March 1. The Advisory Committee
20 shall review and submit said budget and their recommendations to
21 Watermaster on or before April 1, following. Watermaster shall
22 hold a public hearing on said budget at its April quarterly meeting
23 and adopt the annual administrative budget which shall include the
24 administrative items for each pool committee. The administrative
25 budget shall set forth budgeted items in sufficient detail as
26 necessary to make a proper allocation of the expense among the
27 several pools, together with Watermaster's proposed allocation.
28 The budget shall contain such additional comparative information

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1 or explanation as the Advisory Committee may recommend from time
2 to time. Expenditures within budgeted items may thereafter be
3 made by Watermaster in the exercise of powers herein granted, as a
4 matter of course. Any budget transfer in excess of 20% of a
5 budget category during any budget year or modification of such
6 administrative budget during any year shall be first submitted to
7 the Advisory Committee for review and recommendation.

8 31. Review Procedures. All actions, decisions or rules of
9 Watermaster shall be subject to review by the Court on its own
10 motion or on timely motion by any party, the Watermaster (in the
11 case of a mandated action), the Advisory Committee, or any Pool
12 Committee, as follows:

13 (a) Effective Date of Watermaster Action. Any action,
14 decision or rule of Watermaster shall be deemed to have
15 occurred or been enacted on the date on which written
16 notice thereof is mailed. Mailing of copies of approved
17 Watermaster minutes to the active parties shall constitute
18 such notice to all parties.

19 (b) Noticed Motion. Any party, the Watermaster (as
20 to any mandated action), the Advisory Committee, or any
21 Pool Committee may, by a regularly noticed motion, apply
22 to the Court for review of any Watermaster's action,
23 decision or rule. Notice of such motion shall be served
24 personally or mailed to Watermaster and to all active
25 parties. Unless otherwise ordered by the Court, such
26 motion shall not operate to stay the effect of such
27 Watermaster action, decision or rule.
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1 (c) Time for Motion. Notice of motion to review any
2 Watermaster action, decision or rule shall be served and filed
3 within ninety (90) days after such Watermaster action, de-
4 cision or rule, except for budget actions, in which event said
5 notice period shall be sixty (60) days.

6 (d) De Novo Nature of Proceedings. Upon the filing of
7 any such motion, the Court shall require the moving party to
8 notify the active parties, the Watermaster, the Advisory
9 Committee and each Pool Committee, of a date for taking
10 evidence and argument, and on the date so designated shall
11 review de novo the question at issue. Watermaster's findings
12 or decision, if any, may be received in evidence at said
13 hearing, but shall not constitute presumptive or prima facie
14 proof of any fact in issue.

15 (e) Decision. The decision of the Court in such proceed-
16 ing shall be an appealable supplemental order in this case.
17 When the same is final, it shall be binding upon the Water-
18 master and all parties.

19 C. ADVISORY AND POOL COMMITTEES

20 32. Authorization. Watermaster is authorized and directed to
21 cause committees of producer representatives to be organized to
22 act as Pool Committees for each of the several pools created under
23 the Physical Solution. Said Pool Committees shall, in turn,
24 jointly form an Advisory Committee to assist Watermaster in per-
25 formance of its functions under this judgment. Pool Committees
26 shall be composed as specified in the respective pooling plans, and
27 the Advisory Committee shall be composed of not to exceed ten (10)
28 voting representatives from each pool, as designated by the

1 respective Pool Committee. WMWD, PVMWD and SBVMWD shall each be
2 entitled to one non-voting representative on said Advisory Com-
3 mittee.

4 33. Term and Vacancies. Members of any Pool Committee, shall
5 serve for the term, and vacancies shall be filled, as specified in
6 the respective pooling plan. Members of the Advisory Committee
7 shall serve at the will of their respective Pool Committee.

8 34. Voting Power. The voting power on each Pool Committee
9 shall be allocated as provided in the respective pooling plan. The
10 voting power on the Advisory Committee shall be one hundred (100)
11 votes allocated among the three pools in proportion to the total
12 assessments paid to Watermaster during the preceding year; pro-
13 vided, that the minimum voting power of each pool shall be

- 14 (a) Overlying (Agricultural) Pool 20,
15 (b) Overlying (Non-agricultural) Pool 5, and
16 (c) Appropriative Pool 20.

17 In the event any pool is reduced to its said minimum vote, the re-
18 maining votes shall be allocated between the remaining pools on
19 said basis of assessments paid to Watermaster by each such remain-
20 ing pool during the preceding year. The method of exercise of
21 each pool's voting power on the Advisory Committee shall be as
22 determined by the respective pool committees.

23 35. Quorum. A majority of the voting power of the Advisory
24 Committee or any Pool Committee shall constitute a quorum for the
25 transaction of affairs of such Advisory or Pool Committee; pro-
26 vided, that at least one representative of each Pool Committee
27 shall be required to constitute a quorum of the Advisory Committee.
28 No Pool Committee representative may purposely absent himself or

1 herself, without good cause, from an Advisory Committee meeting to
2 deprive it of a quorum. Action by affirmative vote of a majority
3 of the entire voting power of any Pool Committee or the Advisory
4 Committee shall constitute action by such committee. Any action or
5 recommendation of a Pool Committee or the Advisory Committee shall
6 be transmitted to Watermaster in writing, together with a report of
7 any dissenting vote or opinion.

8 36. Compensation. Pool or Advisory Committee members may
9 receive compensation, to be established by the respective pooling
10 plan, but not to exceed twenty-five dollars (\$25.00) for each
11 meeting of such Pool or Advisory Committee attended, and provided
12 that no member of a Pool or Advisory Committee shall receive
13 compensation of more than three hundred (\$300.00) dollars for
14 service on any such committee during any one year. All such com-
15 pensation shall be a part of Watermaster administrative expense.
16 No member of any Pool or Advisory Committee shall be employed by
17 Watermaster or compensated by Watermaster for professional or other
18 services rendered to such Pool or Advisory Committee or to Water-
19 master, other than the fee for attendance at meetings herein
20 provided, plus reimbursement of reasonable expenses related to
21 activities within the Basin.

22 37. Organization.

23 (a) Organizational Meeting. At its first meeting in
24 each year, each Pool Committee and the Advisory Committee
25 shall elect a chairperson and a vice chairperson from its
26 membership. It shall also select a secretary, a treasurer
27 and such assistant secretaries and treasurers as may be
28 appropriate, any of whom may, but need not, be members of

1 such Pool or Advisory Committee.

2 (b) Regular Meetings. All Pool Committees and the
3 Advisory Committee shall hold regular meetings at a place and
4 time to be specified in the rules to be adopted by each Pool
5 and Advisory Committee. Notice of regular meetings of any
6 Pool or Advisory Committee, and of any change in time or
7 place thereof, shall be mailed to all active parties in said
8 pool or pools.

9 (c) Special Meetings. Special meetings of any Pool or
10 Advisory Committee may be called at any time by the Chair-
11 person or by any three (3) members of such Pool or Advisory
12 Committee by delivering notice personally or by mail to each
13 member of such Pool or Advisory Committee and to each active
14 party at least 24 hours before the time of each such meeting
15 in the case of personal delivery, and 96 hours in the case of
16 mail. The calling notice shall specify the time and place of
17 the special meeting and the business to be transacted. No
18 other business shall be considered at such meeting.

19 (d) Minutes. Minutes of all Pool Committee, Advisory
20 Committee and Watermaster meetings shall be kept at Water-
21 master's offices. Copies thereof shall be mailed or otherwise
22 furnished to all active parties in the pool or pools con-
23 cerned. Said copies of minutes shall constitute notice of any
24 Pool or Advisory Committee action therein reported, and shall
25 be available for inspection by any party.

26 (e) Adjournments. Any meeting of any Pool or Advisory
27 Committee may be adjourned to a time and place specified in
28 the order of adjournment. Less than a quorum may so adjourn

1 from time to time. A copy of the order or notice of adjourn-
2 ment shall be conspicuously posted forthwith on or near the
3 door of the place where the meeting was held.

4 38. Powers and Functions. The powers and functions of the
5 respective Pool Committees and the Advisory Committee shall be as
6 follows:

7 (a) Pool Committees. Each Pool Committee shall have the
8 power and responsibility for developing policy recommendations
9 for administration of its particular pool, as created under
10 the Physical Solution. All actions and recommendations of any
11 Pool Committee which require Watermaster implementation shall
12 first be noticed to the other two pools. If no objection is
13 received in writing within thirty (30) days, such action or
14 recommendation shall be transmitted directly to Watermaster
15 for action. If any such objection is received, such action or
16 recommendation shall be reported to the Advisory Committee
17 before being transmitted to Watermaster.

18 (b) Advisory Committee. The Advisory Committee shall
19 have the duty to study, and the power to recommend, review
20 and act upon all discretionary determinations made or to be
21 made hereunder by Watermaster.

22 [1] Committee Initiative. When any recommendation
23 or advice of the Advisory Committee is received by
24 Watermaster, action consistent therewith may be taken by
25 Watermaster; provided, that any recommendation approved
26 by 80 votes or more in the Advisory Committee shall
27 constitute a mandate for action by Watermaster consistent
28 therewith. If Watermaster is unwilling or unable to act

1 pursuant to recommendation or advice from the Advisory
2 Committee (other than such mandatory recommendations),
3 Watermaster shall hold a public hearing, which shall be
4 followed by written findings and decision. Thereafter,
5 Watermaster may act in accordance with said decision,
6 whether consistent with or contrary to said Advisory
7 Committee recommendation. Such action shall be subject
8 to review by the Court, as in the case of all other
9 Watermaster determinations.

10 [2] Committee Review. In the event Watermaster
11 proposes to take any discretionary action, other than
12 approval or disapproval of a Pool Committee action or
13 recommendation properly transmitted, or execute any
14 agreement not theretofore within the scope of an Advisory
15 Committee recommendation, notice of such intended action
16 shall be served on the Advisory Committee and its members
17 at least thirty (30) days before the Watermaster meeting
18 at which such action is finally authorized.

19 (c) Review of Watermaster Actions. Watermaster (as to
20 mandated action), the Advisory Committee or any Pool Committee
21 shall be entitled to employ counsel and expert assistance in
22 the event Watermaster or such Pool or Advisory Committee seeks
23 Court review of any Watermaster action or failure to act. The
24 cost of such counsel and expert assistance shall be Water-
25 master expense to be allocated to the affected pool or pools.

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1 VI. PHYSICAL SOLUTION

2 A. GENERAL

3 39. Purpose and Objective. Pursuant to the mandate of
4 Section 2 of Article X of the California Constitution, the Court
5 hereby adopts and orders the parties to comply with a Physical
6 Solution. The purpose of these provisions is to establish a legal
7 and practical means for making the maximum reasonable beneficial
8 use of the waters of Chino Basin by providing the optimum economic,
9 long-term, conjunctive utilization of surface waters, ground waters
10 and supplemental water, to meet the requirements of water users
11 having rights in or dependent upon Chino Basin.

12 40. Need for Flexibility. It is essential that this Physical
13 Solution provide maximum flexibility and adaptability in order that
14 Watermaster and the Court may be free to use existing and future
15 technological, social, institutional and economic options, in order
16 to maximize beneficial use of the waters of Chino Basin. To that
17 end, the Court's retained jurisdiction will be utilized, where
18 appropriate, to supplement the discretion herein granted to the
19 Watermaster.

20 41. Watermaster Control. Watermaster, with the advice of the
21 Advisory and Pool Committees, is granted discretionary powers in
22 order to develop an optimum basin management program for Chino
23 Basin, including both water quantity and quality considerations.
24 Withdrawals and supplemental water replenishment of Basin Water,
25 and the full utilization of the water resources of Chino Basin,
26 must be subject to procedures established by and administered
27 through Watermaster with the advice and assistance of the Advisory
28 and Pool Committees composed of the affected producers. Both the

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1 quantity and quality of said water resources may thereby be pre-
2 served and the beneficial utilization of the Basin maximized.

3 42. General Pattern of Operations. It is contemplated that
4 the rights herein decreed will be divided into three (3) operating
5 pools for purposes of Watermaster administration. A fundamental
6 premise of the Physical Solution is that all water users dependent
7 upon Chino Basin will be allowed to pump sufficient waters from the
8 Basin to meet their requirements. To the extent that pumping
9 exceeds the share of the Safe Yield assigned to the Overlying
10 Pools, or the Operating Safe Yield in the case of the Appropriative
11 Pool, each pool will provide funds to enable Watermaster to replace
12 such overproduction. The method of assessment in each pool shall
13 be as set forth in the applicable pooling plan.

14 B. POOLING

15 43. Multiple Pools Established. There are hereby established
16 three (3) pools for Watermaster administration of, and for the
17 allocation of responsibility for, and payment of, costs of re-
18 plenishment water and other aspects of this Physical Solution.

19 (a) Overlying (Agricultural) Pool. The first pool shall
20 consist of the State of California and all overlying producers
21 who produce water for other than industrial or commercial
22 purposes. The initial members of the pool are listed in
23 Exhibit "C".

24 (b) Overlying (Non-agricultural) Pool. The second pool
25 shall consist of overlying producers who produce water for
26 industrial or commercial purposes. The initial members of
27 this pool are listed in Exhibit "D".

28 (c) Appropriative Pool. A third and separate pool shall

1 consist of owners of appropriative rights. The initial
2 members of the pool are listed in Exhibit "E".

3 Any party who changes the character of his use may, by sub-
4 sequent order of the Court, be reassigned to the proper pool; but
5 the allocation of Safe Yield under Paragraph 44 hereof shall not be
6 changed. Any non-party producer or any person who may hereafter
7 commence production of water from Chino Basin, and who may become a
8 party to this physical solution by intervention, shall be assigned
9 to the proper pool by the order of the Court authorizing such
10 intervention.

11 44. Determination and Allocation of Rights to Safe Yield of
12 Chino Basin. The declared Safe Yield of Chino Basin is hereby
13 allocated as follows:

14 <u>Pool</u>	<u>Allocation</u>
15 Overlying (Agricultural) Pool	414,000 acre feet in any five 16 (5) consecutive years.
17 Overlying (Non-agricultural) Pool.	7,366 acre feet per year.
18 Appropriative Pool	49,834 acre feet per year.

19 The foregoing acre foot allocations to the overlying pools are
20 fixed. Any subsequent change in the Safe Yield shall be debited or
21 credited to the Appropriative Pool. Basin Water available to the
22 Appropriative Pool without replenishment obligation may vary from
23 year to year as the Operating Safe Yield is determined by Water-
24 master pursuant to the criteria set forth in Exhibit "I".

25 45. Annual Replenishment. Watermaster shall levy and collect
26 assessments in each year, pursuant to the respective pooling plans,
27 in amounts sufficient to purchase replenishment water to replace
28 production by any pool during the preceding year which exceeds that

1 pool's allocated share of Safe Yield in the case of the overlying
2 pools, or Operating Safe Yield in the case of the Appropriative
3 Pool. It is anticipated that supplemental water for replenishment
4 of Chino Basin may be available at different rates to the various
5 pools to meet their replenishment obligations. If such is the
6 case, each pool will be assessed only that amount necessary for the
7 cost of replenishment water to that pool, at the rate available to
8 the pool, to meet its replenishment obligation.

9 46. Initial Pooling Plans. The initial pooling plans, which
10 are hereby adopted, are set forth in Exhibits "F", "G" and "H",
11 respectively. Unless and until modified by amendment of the
12 judgment pursuant to the Court's continuing jurisdiction, each
13 such plan shall control operation of the subject pool.

14 C. REPORTS AND ACCOUNTING

15 47. Production Reports. Each party or responsible party
16 shall file periodically with Watermaster, pursuant to Watermaster
17 rules, a report on a form to be prescribed by Watermaster showing
18 the total production of such party during the preceding reportage
19 period, and such additional information as Watermaster may require,
20 including any information specified by the affected Pool Com-
21 mittee.

22 48. Watermaster Reports and Accounting. Watermaster's
23 annual report, which shall be filed on or before November 15 of
24 each year and shall apply to the preceding year's operation, shall
25 contain details as to operation of each of the pools and a certi-
26 fied audit of all assessments and expenditures pursuant to this
27 Physical Solution and a review of Watermaster activities.

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D. REPLENISHMENT

49. Sources of Supplemental Water. Supplemental water may be obtained by Watermaster from any available source. Watermaster shall seek to obtain the best available quality of supplemental water at the most reasonable cost for recharge in the Basin. To the extent that costs of replenishment water may vary between pools, each pool shall be liable only for the costs attributable to its required replenishment. Available sources may include, but are not limited to:

(a) Reclaimed Water. There exist a series of agreements generally denominated the Regional Waste Water Agreements between CBMWD and owners of the major municipal sewer systems within the basin. Under those agreements, which are recognized hereby but shall be unaffected and unimpaired by this judgment, substantial quantities of reclaimed water may be made available for replenishment purposes. There are additional sources of reclaimed water which are, or may become, available to Watermaster for said purposes. Maximum beneficial use of reclaimed water shall be given high priority by Watermaster.

(b) State Water. State water constitutes a major available supply of supplemental water. In the case of State Water, Watermaster purchases shall comply with the water service provisions of the State's water service contracts. More specifically, Watermaster shall purchase State Water from MWD for replenishment of excess production within CBMWD, WMWD and PVMWD, and from SBVMWD to replenish excess production within SBVMWD's boundaries in Chino Basin, except to the

1 extent that MWD and SBVMWD give their consent as required by
2 such State water service contracts.

3 (c) Local Import. There exist facilities and methods
4 for importation of surface and ground water supplies from
5 adjacent basins and watersheds.

6 (d) Colorado River Supplies. MWD has water supplies
7 available from its Colorado River Aqueduct.

8 50. Methods of Replenishment. Watermaster may accomplish
9 replenishment of overproduction from the Basin by any reasonable
10 method, including:

11 (a) Spreading and percolation or Injection of water in
12 existing or new facilities, subject to the provisions of
13 Paragraphs 19, 25 and 26 hereof.

14 (b) In Lieu Procedures. Watermaster may make, or cause
15 to be made, deliveries of water for direct surface use, in
16 lieu of ground water production.

17 E. REVENUES

18 51. Production Assessment. Production assessments, on what-
19 ever basis, may be levied by Watermaster pursuant to the pooling
20 plan adopted for the applicable pool.

21 52. Minimal Producers. Minimal Producers shall be exempted
22 from payment of production assessments, upon filing of production
23 reports as provided in Paragraph 47 of this Judgment, and payment
24 of an annual five dollar (\$5.00) administrative fee as specified by
25 Watermaster rules.

26 53. Assessment Proceeds -- Purposes. Watermaster shall have
27 the power to levy assessments against the parties (other than
28 minimal pumpers) based upon production during the preceding period

1 of assessable production, whether quarterly, semi-annually or
2 annually, as may be determined most practical by Watermaster or the
3 affected Pool Committee.

4 54. Administrative Expenses. The expenses of administration
5 of this Physical Solution shall be categorized as either (a) gen-
6 eral Watermaster administrative expense, or (b) special project
7 expense.

8 (a) General Watermaster Administrative Expense shall
9 include office rental, general personnel expense, supplies and
10 office equipment, and related incidental expense and general
11 overhead.

12 (b) Special Project Expense shall consist of special
13 engineering, economic or other studies, litigation expense,
14 meter testing or other major operating expenses. Each such
15 project shall be assigned a Task Order number and shall be
16 separately budgeted and accounted for.

17 General Watermaster administrative expense shall be allocated
18 and assessed against the respective pools based upon allocations
19 made by the Watermaster, who shall make such allocations based upon
20 generally accepted cost accounting methods. Special Project
21 Expense shall be allocated to a specific pool, or any portion there-
22 of, only upon the basis of prior express assent and finding of
23 benefit by the Pool Committee, or pursuant to written order of the
24 Court.

25 55. Assessments -- Procedure. Assessments herein provided
26 for shall be levied and collected as follows:

27 (a) Notice of Assessment. Watermaster shall give
28 written notice of all applicable assessments to each party on

1 or before ninety (90) days after the end of the production
2 period to which such assessment is applicable.

3 (b) Payment. Each assessment shall be payable on or
4 before thirty (30) days after notice, and shall be the ob-
5 ligation of the party or successor owning the water production
6 facility at the time written notice of assessment is given,
7 unless prior arrangement for payment by others has been made
8 in writing and filed with Watermaster.

9 (c) Delinquency. Any delinquent assessment shall bear
10 interest at 10% per annum (or such greater rate as shall equal
11 the average current cost of borrowed funds to the Watermaster)
12 from the due date thereof. Such delinquent assessment and
13 interest may be collected in a show-cause proceeding herein
14 instituted by the Watermaster, in which case the Court may
15 allow Watermaster its reasonable costs of collection, includ-
16 ing attorney's fees.

17 56. Accumulation of Replenishment Water Assessment Proceeds.

18 In order to minimize fluctuation in assessment and to give Water-
19 master flexibility in purchase and spreading of replenishment
20 water, Watermaster may make reasonable accumulations of replen-
21 ishment water assessment proceeds. Interest earned on such re-
22 tained funds shall be added to the account of the pool from which
23 the funds were collected and shall be applied only to the purchase
24 of replenishment water.

25 57. Effective Date. The effective date for accounting and
26 operation under this Physical Solution shall be July 1, 1977, and
27 the first production assessments hereunder shall be due after July
28 1, 1978. Watermaster shall, however, require installation of

1 meters or measuring devices and establish operating procedures
2 immediately, and the costs of such Watermaster activity (not
3 including the cost of such meters and measuring devices) may be
4 recovered in the first administrative assessment in 1978.

5
6 VII. MISCELLANEOUS PROVISIONS

7 58. Designation of Address for Notice and Service. Each
8 party shall designate the name and address to be used for purposes
9 of all subsequent notices and service herein, either by its en-
10 dorsement on the Stipulation for Judgment or by a separate desig-
11 nation to be filed within thirty (30) days after Judgment has been
12 served. Said designation may be changed from time to time by
13 filing a written notice of such change with the Watermaster. Any
14 party desiring to be relieved of receiving notices of Watermaster
15 or committee activity may file a waiver of notice on a form to be
16 provided by Watermaster. Thereafter such party shall be removed
17 from the Active Party list. Watermaster shall maintain at all
18 times a current list of active parties and their addresses for
19 purposes of service. Watermaster shall also maintain a full
20 current list of names and addresses of all parties or their suc-
21 cessors, as filed herein. Copies of such lists shall be available,
22 without cost, to any party, the Advisory Committee or any Pool
23 Committee upon written request therefor.

24 59. Service of Documents. Delivery to or service upon any
25 party or active party by the Watermaster, by any other party, or by
26 the Court, of any item required to be served upon or delivered to
27 such party or active party under or pursuant to the Judgment shall
28 be made personally or by deposit in the United States mail, first

1 class, postage prepaid, addressed to the designee and at the
2 address in the latest designation filed by such party or active
3 party.

4 60. Intervention After Judgment. Any non-party assignee of
5 the adjudicated appropriative rights of any appropriator, or any
6 other person newly proposing to produce water from Chino Basin, may
7 become a party to this judgment upon filing a petition in inter-
8 vention. Said intervention must be confirmed by order of this
9 Court. Such intervenor shall thereafter be a party bound by this
10 judgment and entitled to the rights and privileges accorded under
11 the Physical Solution herein, through the pool to which the Court
12 shall assign such intervenor.

13 61. Loss of Rights. Loss, whether by abandonment, forfeiture
14 or otherwise, of any right herein adjudicated shall be accomplished
15 only (1) by a written election by the owner of the right filed with
16 Watermaster, or (2) by order of the Court upon noticed motion and
17 after hearing.

18 62. Scope of Judgment. Nothing in this Judgment shall be
19 deemed to preclude or limit any party in the assertion against a
20 neighboring party of any cause of action now existing or hereafter
21 arising based upon injury, damage or depletion of water supply
22 available to such party, proximately caused by nearby pumping which
23 constitutes an unreasonable interference with such complaining
24 party's ability to extract ground water.

25 63. Judgment Binding on Successors. This Judgment and all
26 provisions thereof are applicable to and binding upon not only the
27 parties to this action, but also upon their respective heirs,
28 executors, administrators, successors, assigns, lessees and

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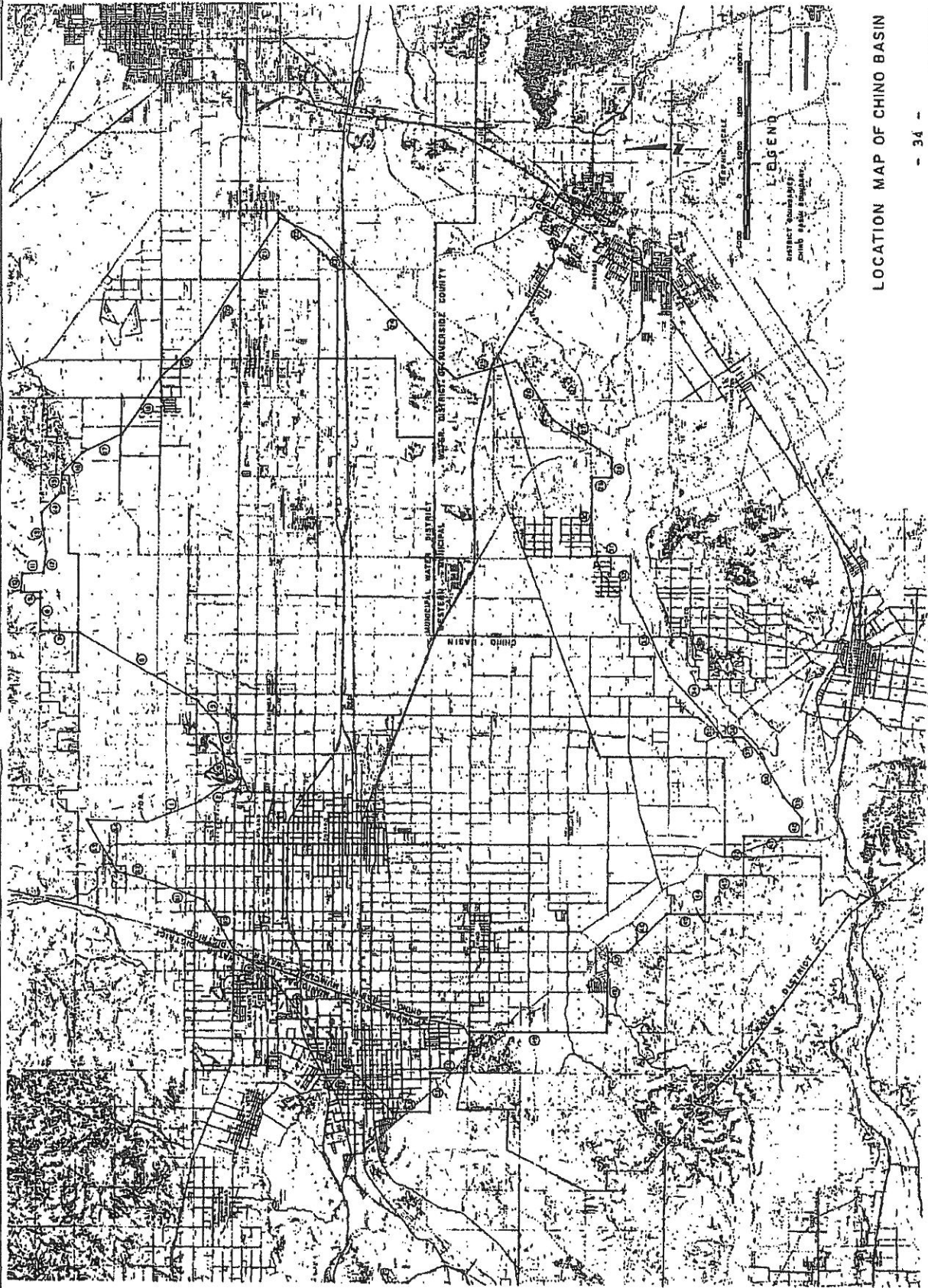
licensees and upon the agents, employees and attorneys in fact of all such persons.

64. Costs. No party shall recover any costs in this proceeding from any other party.

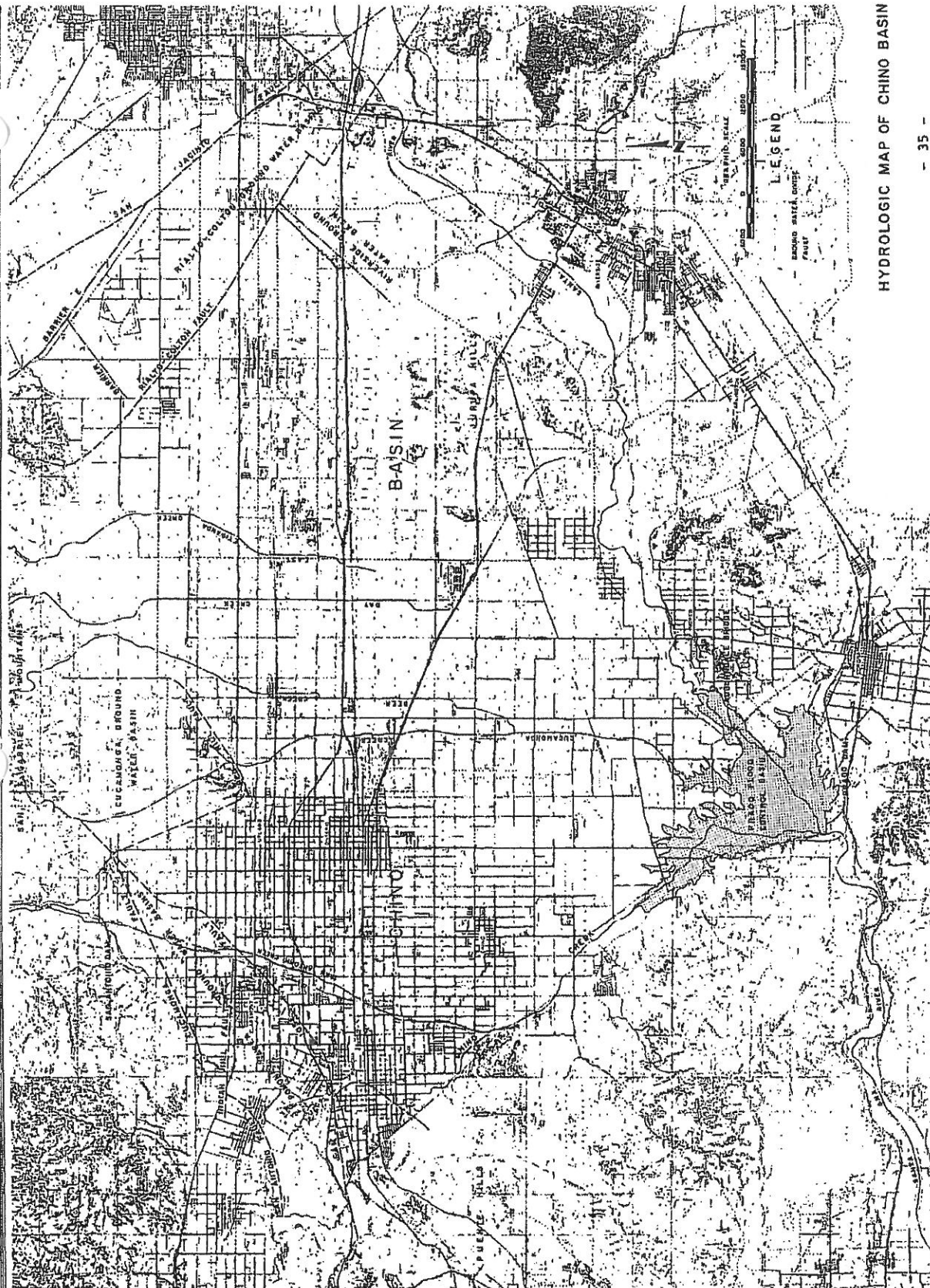
Dated: JAN 27 1978.

Armand B. Weiss

Judge



LOCATION MAP OF CHINO BASIN



HYDROLOGIC MAP OF CHINO BASIN

STIPULATING OVERLYING AGRICULTURAL PRODUCERS

1	STATE OF CALIFORNIA	Aphessette, Xavier
2	COUNTY OF SAN BERNARDINO	Arena Mutual Water Assn.
3	Abacherli Dairy, Inc.	Armstrong Nurseries, Inc.
4	Abacherli, Frank	Arrette, Frank
5	Abacherli, Shirley	Arrette, Jean Pierre
6	Abbona, Anna	Arvidson, Clarence F.
7	Abbona, James	Arvidson, Florence
8	Abbona, Jim	Ashley, George W.
9	Abbona, Mary	Ashley, Pearl E.
10	Agliani, Amelia H.	Atlas Farms
11	Agman, Inc.	Atlas Ornamental Iron Works, Inc.
12	Aguerre, Louis B.	Aukeman, Carol
13	Ahmanson Trust Co.	Aukeman, Lewis
14	Akiyama, Shizuye	Ayers, Kenneth C., aka
15	Akiyama, Tomoo	Kelley Ayers
16	Akkerman, Dave	Bachoc, Raymond
17	Albers, J. N.	Baldwin, Edgar A.
18	Albers, Nellie	Baldwin, Lester
19	Alewyn, Jake J.	Banbury, Carolyn
20	Alewyn, Normalee	Bangma Dairy
21	Alger, Mary D.	Bangma, Arthur
22	Alger, Raymond	Bangma, Ida
23	Allen, Ben F.	Bangma, Martin
24	Allen, Jane F.	Bangma, Sam
25	Alta-Dena Dairy	Barba, Anthony B.
26	Anderson Farms	Barba, Frank
27	Anguiano, Sarah L. S.	Barcellos, Joseph
28	Anker, Gus	Barnhill, Maurine W.

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1	Barnhill, Paul	Boersma, Angie
2	Bartel, Dale	Boersma, Berdina
3	Bartel, Ursula	Boersma, Frank
4	Bartel, Willard	Boersma, Harry
5	Barthelemy, Henry	Boersma, Paul
6	Barthelemy, Roland	Boersma, Sam
7	Bassler, Donald V., M.D.	Boersma, William L.
8	Bates, Lowell R.	Bohlender & Holmes, Inc.
9	Bates, Mildred L.	Bokma, Peter
10	Beahm, James W.	Bollema, Jacob
11	Beahm, Joan M.	Boonstoo, Edward
12	Bekendam, Hank	Bootsma, Jim
13	Bekendam, Pete	Borba, Dolene
14	Bello, Eugene	Borba, Dolores
15	Bello, Olga	Borba, Emily
16	Beltman, Evelyn	Borba, George
17	Beltman, Tony	Borba, John
18	Bergquist Properties, Inc.	Borba, John & Sons
19	Bevacqua, Joel A.	Borba, John Jr.
20	Bevacqua, Marie B.	Borba, Joseph A.
21	Bidart, Bernard	Borba, Karen E.
22	Bidart, Michael J.	Borba, Karen M.
23	Binnell, Wesley	Borba, Pete, Estate of
24	Black, Patricia E.	Borba, Ricci
25	Black, Victor	Borba, Steve
26	Bodger, John & Sons Co.	Borba, Tom
27	Boer, Adrian	Bordisso, Alleck
28	Boersma and Wind Dairy	Borges, Angelica M.

1	Borges, Bernadette	Bothof, Roger W.
2	Borges, John O.	Bouma, Cornie
3	Borges, Linda L.	Bouma, Emma
4	Borges, Manual Jr.	Bouma, Henry P.
5	Borges, Tony	Bouma, Martin
6	Bos, Aleid	Bouma, Peter G. & Sons Dairy
7	Bos, Gerrit	Bouma, Ted
8	Bos, John	Bouman, Helen
9	Bos, John	Bouman, Sam
10	Bos, Margaret	Bower, Mabel E.
11	Bos, Mary	Boys Republic
12	Bos, Mary Beth	Breedyk, Arie
13	Bos, Tony	Breedyk, Jessie
14	Bosch, Henrietta	Briano Brothers
15	Bosch, Peter T.	Briano, Albert
16	Boschma, Betty	Briano, Albert Trustee for
17	Boschma, Frank	Briano, Albert Frank
18	Boschma, Greta	Briano, Lena
19	Boschma, Henry	Brink, Russell N.
20	Bosma, Dick	Brinkerhoff, Margaret
21	Bosma, Florence G.	Brinkerhoff, Robert L.
22	Bosma, Gerrit	Britschgi, Florence
23	Bosma, Jacob J.	Britschgi, Magdalena Garetto
24	Bosma, Jeanette Thea	Britschgi, Walter P.
25	Bosman, Frank	Brommer, Marvin
26	Bosman, Nellie	Brookside Enterprizes, dba
27	Bosnyak, Goldie M.	Brookside Vineyard Co.
28	Bosnyak, Martin	Brothers Three Dairy

1	Brown, Eugene	Chino Corona Investment
2	Brun, Martha M.	Chino Water Co.
3	Brun, Peter Robert	Christensen, Leslie
4	Buma, Duke	Christensen, Richard G.
5	Buma, Martha	Christian, Ada R.
6	Bunse, Nancy	Christian, Harold F.
7	Bunse, Ronnie L.	Christy, Ella J.
8	Caballero, Bonnie L.	Christy, Ronald S.
9	Caballero, Richard F.	Cihigoyenetché, Jean
10	Cable Airport Inc.	Cihigoyenetché, Leona
11	Cadlini, Donald	Cihigoyenetché, Martin
12	Cadlini, Jesse R.	Clarke, Arthur B.
13	Cadlini, Marie Edna	Clarke, Nancy L.
14	Cambio, Anna	Clarke, Phyllis J.
15	Cambio, Charles, Estate of	Coelho, Isabel
16	Cambio, William V.	Coelho, Joe A. Jr.
17	Cardoza, Florence	Collins, Howard E.
18	Cardoza, Olivi	Collins, Judith F.
19	Cardoza, Tony	Collinsworth, Ester L.
20	Carnesi, Tom	Collinsworth, John E.
21	Carver, Robt M., Trustee	Collinsworth, Shelby
22	Cauffman, John R.	Cone Estate (05-2-00648/649)
23	Chacon Bros.	Consolidated Freightways Corp.
24	Chacon, Elvera P.	of Delaware
25	Chacon, Joe M.	Corona Farms Co.
26	Chacon, Robert M.	Corra, Rose
27	Chacon, Virginia L.	Costa, Dimas S.
28	Chez, Joseph C.	Costa, Laura

1	Costa, Myrtle	De Boer, L. H.
2	Costamagna, Antonio	De Boer, Sidney
3	Costamagna, Joseph	De Bos, Andrew
4	Cousyn, Claus B.	De Graaf, Anna Mae
5	Cramer, Carole F.	De Graaf, Gerrit
6	Cramer, William R.	De Groot, Dick
7	Crossroads Auto Dismantlers, Inc.	De Groot, Dorothy
8	Crouse, Beatrice I.	De Groot, Ernest
9	Crouse, Roger	De Groot, Henrietta
10	Crowley, Juanita C.	De Groot, Jake
11	Crowley, Ralph	De Groot, Pete Jr.
12	Cucamonga Vintners	De Haan, Bernadena
13	D'Astici, Teresa	De Haan, Henry
14	Da Costa, Cecilia B.	De Hoog, Adriana
15	Da Costa, Joaquim F.	De Hoog, Joe
16	Daloisio, Norman	De Hoog, Martin
17	De Berard Bros.	De Hoog, Martin L.
18	De Berard, Arthur, Trustee	De Hoog, Mitch
19	De Berard, Charles	De Hoog, Tryntje
20	De Berard, Chas., Trustee	De Jager, Cobi
21	De Berard, Helan J.	De Jager, Edward D.
22	De Berard, Robert	De Jong Brothers Dairy
23	De Berard, Robert, Trustee	De Jong, Cornelis
24	De Bie, Adrian	De Jong, Cornelius
25	De Bie, Henry	De Jong, Grace
26	De Bie, Margaret M.	De Jong, Jake
27	De Bie, Marvin	De Jong, Lena
28	De Boer, Fred	De Leeuw, Alice

1	De Leeuw, Sam	Dirkse, Catherine
2	De Soete, Agnes	Dirkse, Charles C.
3	De Soete, Andre	Dixon, Charles E.
4	De Vries, Abraham	Dixon, Geraldine A.
5	De Vries, Case	Doesberg, Hendrica
6	De Vries, Dick	Doesburg, Theodorus P.
7	De Vries, Evelyn	Dolan, Marion
8	De Vries, Henry, Estate of	Dolan, Michael H.
9	De Vries, Hermina	Dominguez, Helen
10	De Vries, Jack H.	Dominguez, Manual
11	De Vries, Jane	Donkers, Henry A.
12	De Vries, Janice	Donkers, Nellie G.
13	De Vries, John	Dotta Bros.
14	De Vries, John J.	Douma Brothers Dairy
15	De Vries, Neil	Douma, Betty A.
16	De Vries, Ruth	Douma, Fred A.
17	De Vries, Theresa	Douma, Hendrika
18	De Wit, Gladys	Douma, Herman G.
19	De Wit, Peter S.	Douma, Narleen J.
20	De Wyn, Evert	Douma, Phillip M.
21	De Zoete, Hattie V.	Dow Chemical Co.
22	De Zoete, Leo A.	Dragt, Rheta
23	Decker, Hallie	Dragt, William
24	Decker, Henry A.	Driftwood Dairy Farm
25	Demmer, Ernest	Droogh, Case
26	Di Carlo, Marie	Duhalde, Marian
27	Di Carlo, Victor	Duhalde, Lauren
28	Di Tommaso, Frank	Duits, Henrietta

1	Duits, John	Excelsior Farms F.D.I.C.
2	Dunlap, Edna Kraemer,	Fagundes, Frank M.
3	Estate of	Fagundes, Mary
4	Durrington, Glen	Fernandes, Joseph Jr.
5	Durrington, William F.	Fernandes, Velma C.
6	Dusi, John, Sr.	Ferraro, Ann
7	Dykstra, Dick	Ferreira, Frank J.
8	Dykstra, John	Ferreira, Joe C. Jr.
9	Dykstra, John & Sons	Ferreira, Narcie
10	Dykstra, Wilma	Filippi, J. Vintage Co.
11	Dyt, Cor	Filippi, Joseph
12	Dyt, Johanna	Filippi, Joseph A.
13	E and S Grape Growers	Filippi, Mary E.
14	Eaton, Thomas, Estate of	Fitzgerald, John R.
15	Echeverria, Juan	Flameling Dairy Inc.
16	Echeverria, Carlos	Flamingo Dairy
17	Echeverria, Pablo	Foss, Douglas E.
18	Eilers, E. Myrle	Foss, Gerald R.
19	Eilers, Henry W.	Foss, Russel
20	El Prado Golf Course	Fred & John Troost No. 1 Inc.
21	Ellsworth, Rex C.	Fred & Maynard Troost No. 2 Inc.
22	Engelsma, Jake	Freitas, Beatriz
23	Engelsma, Susan	Freitas, Tony T.
24	Escojeda, Henry	Gakle, Louis L.
25	Etiwanda Grape Products Co.	Galleano Winery, Inc.
26	Euclid Ave. Investment One	Galleano, Bernard D.
27	Euclid Ave. Investment Four	Galleano, D.
28	Euclid Ave. Three Investment	Galleano, Mary M.

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1	Garcia, Pete	Hansen, Raymond F.
2	Gardner, Leland V.	Hanson, Ardeth W.
3	Gardner, Lola M.	Harada, James T.
4	Garrett, Leonard E.	Harada, Violet A.
5	Garrett, Patricia T.	Haringa, Earl and Sons
6	Gastelluberry, Catherine	Haringa, Herman
7	Gastelluberry, Jean	Haringa, Rudy
8	Gilstrap, Glen E.	Haringa, William
9	Gilstrap, Marjorie J.	Harper, Cecilia de Mille
10	Godinho, John	Harrington, Winona
11	Godinho, June	Harrison, Jacqueline A.
12	Gonsalves, Evelyn	Hatanaka, Kenichi
13	Gonsalves, John	Heida, Annie
14	Gorzeman, Geraldine	Heida, Don
15	Gorzeman, Henry A.	Heida, Jim
16	Gorzeman, Joe	Heida, Sam
17	Govea, Julia	Helms, Addison D.
18	Goyenette, Albert	Helms, Irma A.
19	Grace, Caroline E.	Hermans, Alma I.
20	Grace, David J.	Hermans, Harry
21	Gravatt, Glenn W.	Hettinga, Arthur
22	Gravatt, Sally Mae	Hettinga, Ida
23	Greydanus Dairy, Inc.	Hettinga, Judy
24	Greydanus, Rena	Hettinga, Mary
25	Griffin Development Co.	Hettinga, Wilbur
26	Haagsma, Dave	Heublein, Inc., Grocery Products
27	Haagsma, John	Group
28	Hansen, Mary D.	Hibma, Catherine M.

EXHIBIT "C"

1	Hibma, Sidney	Hohberg, Harold C.
2	Hicks, Kenneth I.	Hohberg, Harold W.
3	Hicks, Minnie M.	Holder, Arthur B.
4	Higgins Brick Co.	Holder, Dorothy F.
5	Highstreet, Alfred V.	Holmes, A. Lee
6	Highstreet, Evada V.	Holmes, Frances P.
7	Hilarides, Bertha as Trustee	Hoogeboom, Gertrude
8	Hilarides, Frank	Hoogeboom, Pete
9	Hilarides, John as Trustee	Hoogendam, John
10	Hindelang, Tillie	Hoogendam, Tena
11	Hindelang, William	Houssels, J. K. Thoroughbred
12	Hobbs, Bonnie C.	Farm
13	Hobbs, Charles W.	Hunt Industries
14	Hobbs, Hazel I.	Idsinga, Ann
15	Hobbs, Orlo M.	Idsinga, William W.
16	Hoekstra, Edward	Imbach Ranch, Inc.
17	Hoekstra, George	Imbach, Kenneth E.
18	Hoekstra, Grace	Imbach, Leonard K.
19	Hoekstra, Louie	Imbach, Oscar K.
20	Hofer, Paul B.	Imbach, Ruth M.
21	Hofer, Phillip F.	Indaburu, Jean
22	Hofstra, Marie	Indaburu, Marceline
23	Hogeboom, Jo Ann M.	Iseli, Kurt H.
24	Hogeboom, Maurice D.	Ito, Kow
25	Hogg, David V.	J & B Dairy Inc.
26	Hogg, Gene P.	Jaques, Johnny C. Jr.
27	Hogg, Warren G.	Jaques, Mary
28	Hohberg, Edith J.	Jaques, Mary Lou

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1	Jay Em Bee Farms	Knevelbaard, John
2	Johnson Bro's Egg Ranches, Inc.	Knudsen, Ejnar
3	Johnston, Ellwood W.	Knudsen, Karen M.
4	Johnston, George F. Co.	Knudsen, Kenneth
5	Johnston, Judith H.	Knudson, Robert
6	Jones, Leonard P.	Knudson, Darlene
7	Jongsma & Sons Dairy	Koel, Helen S.
8	Jongsma, Diana A.	Koetsier, Gerard
9	Jongsma, Dorothy	Koetsier, Gerrit J.
10	Jongsma, George	Koetsier, Jake
11	Jongsma, Harold	Koning, Fred W.
12	Jongsma, Henry	Koning, Gloria
13	Jongsma, John	Koning, J. W. Estate
14	Jongsma, Nadine	Koning, James A.
15	Jongsma, Tillie	Koning, Jane
16	Jordan, Marjorie G.	Koning, Jane C.
17	Jordan, Troy O.	Koning, Jennie
18	Jorritsma, Dorothy	Koning, John
19	Juliano, Albert	Koning, Victor A.
20	Kamper, Cornelis	Kooi Holstein Corporation
21	Kamstra, Wilbert	Koolhaas, Kenneth E.
22	Kaplan, Lawrence J.	Koolhaas, Simon
23	Kasbergen, Martha	Koolhaas, Sophie Grace
24	Kasbergen, Neil	Koopal, Grace
25	Kazian, Angelen Estate of	Koopal, Silas
26	Kingsway Const. Corp.	Koopman, Eka
27	Klapps Market	Koopman, Gene T.
28	Kline, James K.	Koopman, Henry G.

EXHIBIT "C"

1	Koopman, Ted	Leck, Arthur A.
2	Koopman, Tena	Leck, Evelyn M.
3	Koot, Nick	Lee, Harold E.
4	Koster, Aart	Lee, Helen J.
5	Koster, Frances	Lee, Henrietta C.
6	Koster, Henry B.	Lee, R. T. Construction Co.
7	Koster, Nellie	Lekkerkerk, Adriana
8	Kroes, Jake R.	Lekkerkerk, L. M.
9	Kroeze, Bros	Lekkerkerker, Nellie
10	Kroeze, Calvin E.	Lekkerkerker, Walt
11	Kroeze, John	Lewis Homes of California
12	Kroeze, Wesley	Livingston, Dorothy M.
13	Kruckenberg, Naomi	Livingston, Rex E.
14	Kruckenberg, Perry	Lokey, Rosemary Kraemer
15	L. D. S. Welfare Ranch	Lopes, Candida A.
16	Labrucherie, Mary Jane	Lopes, Antonio S.
17	Labrucherie, Raymond F.	Lopez, Joe D.
18	Lako, Samuel	Lourenco, Carlos, Jr.
19	Landman Corp.	Lourenco, Carmelina P.
20	Lanting, Broer	Lourenco, Jack C.
21	Lanting, Myer	Lourenco, Manual H.
22	Lass, Jack	Lourenco, Mary
23	Lass, Sandra L.	Lourenco, Mary
24	Lawrence, Cecelia, Estate of	Luiten, Jack
25	Lawrence, Joe H., Estate of	Luiz, John M.
26	Leal, Bradley W.	Luna, Christine I.
27	Leal, John C.	Luna, Ruben T.
28	Leal, John Craig	Lusk, John D. and Son a California corporation

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1	Lyon, Gregory E.	Mickel, Louise
2	Lyon, Paula E.	Miersma, Dorothy
3	M & W Co. #2	Meirsma, Harry C.
4	Madole, Betty M.	Minaberry, Arnaud
5	Madole, Larry B.	Minaberry, Marie
6	Marquez, Arthur	Mistretta, Frank J.
7	Marquine, Jean	Mocho and Plaa Inc.
8	Martin, Lelon O.	Mocho, Jean
9	Martin, Leon O.	Mocho, Noeline
10	Martin, Maria D.	Modica, Josephine
11	Martin, Tony J.	Montes, Elizabeth
12	Martins, Frank	Montes, Joe
13	Mathias, Antonio	Moons, Beatrice
14	Mc Cune, Robert M.	Moons, Jack
15	Mc Masters, Gertrude	Moramarco, John A. Enterprises
16	Mc Neill, J. A.	Moreno, Louis W.
17	Mc Neill, May F.	Moss, John R.
18	Mees, Leon	Motion Pictures Associates, Inc.
19	Mello and Silva Dairy	Moynier, Joe
20	Mello and Sousa Dairy	Murphy, Frances V.
21	Mello, Emilia	Murphy, Myrl L.
22	Mello, Enos C.	Murphy, Naomi
23	Mello, Mercedes	Nanne, Martin Estate of
24	Mendiondo, Catherine	Nederend, Betty
25	Mendiondo, Dominique	Nederend, Hans
26	Meth. Hosp. - Sacramento	Norfolk, James
27	Metzger, R. S.	Norfolk, Martha
28	Metzger, Winifred	Notrica, Louis

EXHIBIT "C"

1	Nyberg, Lillian M.	Ormonde, Viva
2	Nyenhuis, Annie	Ortega, Adeline B.
3	Nyenhuis, Jim	Ortega, Bernard Dino
4	Occidental Land Research	Osterkamp, Joseph S.
5	Okumura, Marion	Osterkamp, Margaret A.
6	Okumura, Yuiche	P I E Water Co.
7	Oldengarm, Effie	Palmer, Eva E.
8	Oldengarm, Egbert	Palmer, Walter E.
9	Oldengarm, Henry	Parente, Luis S.
10	Oliviera, Manuel L.	Parente, Mary Borba .
11	Oliviera, Mary M.	Parks, Jack B.
12	Olson, Albert	Parks, Laura M.
13	Oltmans Construction Co.	Patterson, Lawrence E. Estate of
14	Omlin, Anton	Payne, Clyde H.
15	Omlin, Elsie L.	Payne, Margo
16	Ontario Christian School Assn.	Pearson, Athelia K.
17	Oord, John	Pearson, William C.
18	Oostdam, Jacoba	Pearson, William G.
19	Oostdam, Pete	Pene, Robert
20	Oosten, Agnes	Perian, Miller
21	Oosten, Anthonia	Perian, Ona E.
22	Oosten, Caroline	Petrissans, Deanna
23	Oosten, John	Petrissans, George
24	Oosten, Marinus	Petrissans, Jean P.
25	Oosten, Ralph	Petrissans, Marie T.
26	Orange County Water District	Pickering, Dora M.
27	Ormonde, Manuel	(Mrs. A. L. Pickering)
28	Ormonde, Pete, Jr.	Pierce, John

1	Pierce, Sadie	Righetti, A. T.
2	Pietszak, Sally	Riley, George A.
3	Pine, Joe	Riley, Helen C.
4	Pine, Virginia	Robbins, Jack K.
5	Pires, Frank	Rocha, John M.
6	Pires, Marie	Rocha, Jose C.
7	Plaa, Jeanne	Rodrigues, John
8	Plaa, Michel	Rodrigues, Manuel
9	Plantenga, Agnes	Rodrigues, Manuel, Jr.
10	Plantenga, George	Rodrigues, Mary L.
11	Poe, Arlo D.	Rodriguez, Daniel
12	Pomona Cemetery Assn.	Rogers, Jack D.
13	Porte, Cecelia, Estate of	Rohrer, John A.
14	Porte, Garritt, Estate of	Rohrer, Theresa D.
15	Portsmouth, Vera McCarty	Rohrs, Elizabeth H.
16	Ramella, Mary M.	Rossetti, M. S.
17	Ramirez, Concha	Roukema, Angeline
18	Rearick, Hildegard H.	Roukema, Ed.
19	Rearick, Richard R.	Roukema, Nancy
20	Reinalda, Clarence	Roukema, Siebren
21	Reitsma, Greta	Ruderian, Max J.
22	Reitsma, Louis	Russell, Fred J.
23	Rice, Bernice	Rusticus, Ann
24	Rice, Charlie E.	Rusticus, Charles
25	Richards, Karin	Rynsburger, Arie
26	(Mrs. Ronnie Richards)	Rynsburger, Berdena, Trust
27	Richards, Ronald L.	Rynsburger, Joan Adele
28	Ridder, Jennie Wassenaar	Rynsburger, Thomas

1	S. P. Annex, Inc.	Scott, Frances M.
2	Salisbury, Elinor J.	Scott, Linda F.
3	Sanchez, Edmundo	Scott, Stanley A.
4	Sanchez, Margarita O.	Scritsmier, Lester J.
5	Santana, Joe Sr.	Serl, Charles A.
6	Santana, Palmira	Serl, Rosalie P.
7	Satragni, John B. Jr.	Shady Grove Dairy, Inc.
8	Scaramella, George P.	Shamel, Burt A.
9	Schaafsma Bros.	Shelby, Harold E.
10	Schaafsma, Jennie	Shelby, John A.
11	Schaafsma, Peter	Shelby, Velma M.
12	Schaafsma, Tom	Shelton, Alice A.
13	Schaap, Andy	Sherwood, Robert W.
14	Schaap, Ids	Sherwood, Sheila J.
15	Schaap, Maria	Shue, Eva
16	Schacht, Sharon C.	Shue, Gilbert
17	Schakel, Audrey	Sieperda, Anne
18	Schakel, Fred	Sieperda, James
19	Schmid, Olga	Sigrist, Hans
20	Schmidt, Madeleine	Sigrist, Rita
21	Schoneveld, Evert	Silveira, Arline L.
22	Schoneveld, Henrietta	Silveira, Frank
23	Schoneveld, John	Silveira, Jack
24	Schoneveld, John Allen	Silveira, Jack P. Jr.
25	Schug, Donald E.	Simas, Dolores
26	Schug, Shirley A.	Simas, Joe
27	Schuh, Bernatta M.	Singleton, Dean
28	Schuh, Harold H.	Singleton, Elsie R.

1	Sinnott, Jim	Staal, John
2	Sinnott, Mildred B.	Stahl, Zippora P.
3	Slegers, Dorothy	Stampfl, Berta
4	Slegers, Hubert J.	Stampfl, William
5	Slegers, Jake	Stanley, Robert E.
6	Slegers, Jim	Stark, Everett
7	Slegers, Lenwood M.	Stellingwerf, Andrew
8	Slegers, Martha	Stellingwerf, Henry
9	Slegers, Tesse J.	Stellingwerf, Jenette
10	Smith, Edward S.	Stellingwerf, Shana
11	Smith, Helen D.	Stellingwerf, Stan
12	Smith, James E.	Stelzer, Mike C.
13	Smith, Keith J.	Sterk, Henry
14	Smith, Lester W.	Stiefel, Winifred
15	Smith, Lois Maxine	Stiefel, Jack D.
16	Smith, Marjorie W.	Stigall, Richard L.
17	Soares, Eva	Stigall, Vita
18	Sogioka, Mitsuyoshi	Stockman's Inn
19	Sogioka, Yoshimato	Stouder, Charlotte A.
20	Sousa, Sam	Stouder, William C.
21	Southern Pacific Land Co.	Struikmans, Barbara
22	Southfield, Eddie	Struikmans, Gertie
23	Souza, Frank M.	Struikmans, Henry Jr.
24	Souza, Mary T.	Struikmans, Henry Sr.
25	Spickerman, Alberta	Struikmans, Nellie
26	Spickerman, Florence	Swager, Edward
27	Spickerman, Rudolph	Swager, Gerben
28	Spyksma, John	Swager, Johanna

1	Swager, Marion	Terpstra, Theodore G.
2	Swierstra, Donald	Teune, Tony
3	Swierstra, Fanny	Teunissen, Bernard
4	Sybrandy, Ida	Teunissen, Jane
5	Sybrandy, Simon	Thomas, Ethel M.
6	Sytsma, Albert	Thommen, Alice
7	Sytsma, Edith	Thommen, Fritz
8	Sytsma, Jennie	Tillema, Allie
9	Sytsma, Louie	Tillema, Harold
10	Te Velde, Agnes	Tillema, Klaas D.
11	Te Velde, Bay	Timmons, William R.
12	Te Velde, Bernard A.	Tollerup, Barbara
13	Te Velde, Bonnie	Tollerup, Harold
14	Te Velde, Bonnie G.	Trapani, Louis A.
15	Te Velde, George	Trimlett, Arlene R.
16	Te Velde, George, Jr.	Trimlett, George E.
17	Te Velde, Harm	Tristant, Pierre
18	Te Velde, Harriet	Tuinhout, Ale
19	Te Velde, Henry J.	Tuinhout, Harry
20	Te Velde, Jay	Tuinhout, Hilda
21	Te Velde, Johanna	Tuls, Elizabeth
22	Te Velde, John H.	Tuls, Jack S.
23	Te Velde, Ralph A.	Tuls, Jake
24	Te Velde, Zwaantina, Trustee	Union Oil Company of California
25	Ter Maaten, Case	United Dairyman's Co-op.
26	Ter Maaten, Cleone	Urquhart, James G.
27	Ter Maaten, Steve	Usle, Cathryn
28	Terpstra, Carol	Usle, Faustino

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1	V & Y Properties	Van Hofwegen, Clara
2	Vaile, Beryl M.	Van Hofwegen, Jessie
3	Valley Hay Co.	Van Klaveren, A.
4	Van Beek Dairy Inc.	Van Klaveren, Arie
5	Van Canneyt Dairy	Van Klaveren, Wilhelmina
6	Van Canneyt, Maurice	Van Klaveren, William
7	Van Canneyt, Wilmer	Van Leeuwen, Arie C.
8	Van Dam, Bas	Van Leeuwen, Arie C.
9	Van Dam, Isabelle	Van Leeuwen, Arlan
10	Van Dam, Nellie	Van Leeuwen, Clara G.
11	Van Den Berg, Gertrude	Van Leeuwen, Cornelia L.
12	Van Den Berg, Joyce	Van Leeuwen, Harriet
13	Van Den Berg, Marinus	Van Leeuwen, Jack
14	Van Den Berg, Marvin	Van Leeuwen, John
15	Van Der Linden, Ardith	Van Leeuwen, Letie
16	Van Der Linden, John	Van Leeuwen, Margie
17	Van Der Linden, Stanley	Van Leeuwen, Paul
18	Van Der Veen, Kenneth	Van Leeuwen, William A.
19	Van Diest, Anna T.	Van Ravenswaay, Donald
20	Van Diest, Cornelius	Van Ryn Dairy
21	Van Diest, Ernest	Van Ryn, Dick
22	Van Diest, Rena	Van Surksum, Anthonetta
23	Van Dyk, Bart	Van Surksum, John
24	Van Dyk, Jeanette	Van Veen, John
25	Van Foeken, Martha	Van Vliet, Effie
26	Van Foeken, William	Van Vliet, Hendrika
27	Van Hofwegen, Steve	Van Vliet, Hugo
28	Van Hofwegen, Adrian A.	Van Vliet, Klaas

EXHIBIT "C"

1	Vande Witte, George	Vander Laan, Katie
2	Vanden Berge, Gertie	Vander Laan, Martin Jr.
3	Vanden Berge, Gertie	Vander Laan, Tillie
4	Vanden Berge, Jack	Vander Leest, Anna
5	Vanden Berge, Jake	Vander Leest, Ann
6	Vanden Brink, Stanley	Vander Meer, Alice
7	Vander Dussen, Agnes	Vander Meer, Dick
8	Vander Dussen, Cor	Vander Poel, Hank
9	Vander Dussen, Cornelius	Vander Poel, Pete
10	Vander Dussen, Edward	Vander Pol, Irene
11	Vander Dussen, Geraldine Marie	Vander Pol, Margie
12	Vander Dussen, James	Vander Pol, Marines
13	Vander Dussen, John	Vander Pol, William P.
14	Vander Dussen, Nelvina	Vander Schaaf, Earl
15	Vander Dussen, Rene	Vander Schaaf, Elizabeth
16	Vander Dussen, Sybrand Jr.	Vander Schaaf, Henrietta
17	Vander Dussen, Sybrand Sr.	Vander Schaaf, John
18	Vander Dussen Trustees	Vander Schaaf, Ted
19	Vander Eyk, Case Jr.	Vander Stelt, Catherine
20	Vander Eyk, Case Sr.	Vander Stelt, Clarence
21	Vander Feer, Peter	Vander Tuig, Arlene
22	Vander Feer, Rieka	Vander Tuig, Sylvester
23	Vander Laan, Ann	Vander Veen, Joe A.
24	Vander Laan, Ben	Vandervlag, Robert
25	Vander Laan, Bill	Vander Zwan, Peter
26	Vander Laan, Corrie	Vanderford, Betty W.
27	Vander Laan, Henry	Vanderford, Claud R.
28	Vander Laan, James	Vanderham, Adrian

1	Vanderham, Cornelius	Vestal, J. Howard
2	Vanderham, Cornelius P.	Visser, Gerrit
3	Vanderham, Cory	Visser, Grace
4	Vanderham, E. Jane	Visser, Henry
5	Vanderham, Marian	Visser, Jess
6	Vanderham, Martin	Visser, Louie
7	Vanderham, Pete C.	Visser, Neil
8	Vanderham, Wilma	Visser, Sam
9	Vasquez, Eleanor	Visser, Stanley
10	Veenendaal, Evert	Visser, Tony D.
11	Veenendaal, John H.	Visser, Walter G.
12	Veiga, Dominick Sr.	Von Der Ahe, Fredric T.
13	Verbree, Jack	Von Euw, George
14	Verbree, Tillie	Von Euw, Marjorie
15	Verger, Bert	Von Lusk, a limited partnership
16	Verger, Betty	Voortman, Anna Marie
17	Verhoeven, Leona	Voortman, Edward
18	Verhoeven, Martin	Voortman, Edwin J.
19	Verhoeven, Wesley	Voortman, Gertrude Dena
20	Vermeer, Dick	Wagner, Richard H.
21	Vermeer, Jantina	Walker, Carole R.
22	Vernola Ranch	Walker, Donald E.
23	Vernola, Anthonietta	Walker, Wallace W.
24	Vernola, Anthony	Wardle, Donald M.
25	Vernola, Frank	Warner, Dillon B.
26	Vernola, Mary Ann	Warner, Minnie
27	Vernola, Pat F.	Wassenaar, Peter W.
28	Vestal, Frances Lorraine	Waters, Michael

1	Weeda, Adriana	Wiersma, Jake
2	Weeda, Daniel	Wiersma, Otto
3	Weeks, O. L.	Wiersma, Pete
4	Weeks, Verona E.	Winchell, Verne H., Trustee
5	Weidman, Maurice	Wind, Frank
6	Weidman, Virginia	Wind, Fred
7	Weiland, Adaline I.	Wind, Hilda
8	Weiland, Peter J.	Wind, Johanna
9	Wesselink, Jules	Woo, Frank
10	West, Katharine R.	Woo, Sem Gee
11	West, Russel	Wybenga, Clarence
12	West, Sharon Ann	Wybenga, Gus
13	Western Horse Property	Wybenga, Gus K.
14	Westra, Alice	Wybenga, Sylvia
15	Westra, Henry	Wynja, Andy
16	Westra, Hilda	Wynja, Iona F.
17	Westra, Jake J.	Yellis, Mildred
18	Weststeyn, Freida	Yellis, Thomas E.
19	Weststeyn, Pete	Ykema-Harmsen Dairy
20	Whitehurst, Louis G.	Ykema, Floris
21	Whitehurst, Pearl L.	Ykema, Harriet
22	Whitmore, David L.	Yokley, Betty Jo
23	Whitmore, Mary A.	Yokley, Darrell A.
24	Whitney, Adolph M.	Zak, Zan
25	Wiersema, Harm	Zivelonghi, George
26	Wiersema, Harry	Zivelonghi, Margaret
27	Wiersma, Ellen H.	Zwaagstra, Jake
28	Wiersma, Gladys J.	Zwaagstra, Jessie M.
		Zwart, Case

NON-PRODUCER WATER DISTRICTS

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Chino Basin Municipal Water District
Chino Basin Water Conservation District
Pomona Valley Municipal Water District
Western Municipal Water District of Riverside County

LAY
DONA STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 792-8971

EXHIBIT "C"

LAW C
DONALD J. STARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92715
(714) 782-8971

DEFAULTING OVERLYING AGRICULTURAL PRODUCERS

1		
2	Cheryl L. Bain	Roy W. Lantis
3	Warren Bain	Sharon I. Lantis
4	John M. Barcelona	Frank Lorenz
5	Letty Bassler	Dagney H. MacDonald
6	John Brazil	Frank E. Martin
7	John S. Briano	Ruth C. Martin
8	Lupe Briano	Connie S. Mello
9	Paul A. Briano	Naldiro J. Mello
10	Tillie Briano	Felice Miller
11	Arnie B. Carlson	Ted Miller
12	John Henry Fikse	Masao Nerio
13	Phyllis S. Fikse	Tom K. Nerio
14	Lewellyn Flory	Toyo Nerio
15	Mary I. Flory	Yuriko Nerio
16	L. H. Glazer	Harold L. Rees
17	Dorothy Goodman	Alden G. Rose
18	Sidney D. Goodman	Claude Rouleau, Jr.
19	Frank Grossi	Patricia M. Rouleau
20	Harada Brothers	Schultz Enterprises
21	Ellen Hettinga	Albert Shaw
22	Hein Hettinga	Lila Shaw
23	Dick Hofstra, Jr.	Cathy M. Stewart
24	Benjamin M. Hughey	Marvin C. Stewart
25	Frieda L. Hughey	Betty Ann Stone
26	Guillaume Indart	John B. Stone
27	Ellwood B. Johnston, Trustee	Vantoll Cattle Co., Inc.
28	Perry Kruckenberg, Jr.	Catherine Verburg

EXHIBIT "C"

LAW OFFICES
DONALD TARK
A PROFESSIONAL CORPORATION
SUITE 201
2061 BUSINESS CENTER DRIVE
IRVINE, CALIFORNIA 92718
(714) 752-8971

- 1 Martin Verburg
- 2 Donna Vincent
- 3 Larry Vincent
- 4 Cliff Wolfe & Associates
- 5 Ada M. Woll
- 6 Zarubica Co.

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EXHIBIT "D"

OVERLYING NON-AGRICULTURAL RIGHTS

Party	Total Overlying Non-Agricultural Rights (Acre Feet)	Share of Safe Yield (Acre Feet)
Ameron Steel Producers, Inc.	125	97.858
County of San Bernardino	171	133.870
Conrock Company	406	317.844
Kaiser Steel Corporation	3,743	2,930.274
Red Star Fertilizer	20	15.657
Southern California Edison Co.	1,255	982.499
Space Center, Mira Loma	133	104.121
Southern Service Co., dba		
Blue Seal Linen	24	18.789
Sunkist, Orange Products Division	2,393	1,873.402
Carlsberg Mobile Home Properties, Ltd. '73	593	464.240
Union Carbide Corporation	546	427.446
Quaker Chemical Co.	0	0
Totals	9,409	7,366.000

EXHIBIT "D"

EXHIBIT "E"
APPROPRIATIVE RIGHTS

<u>Party</u>	<u>Appropriative Right (Acre Feet)</u>	<u>Share of Initial Operating Safe Yield (Acre Feet)</u>	<u>Share of Operating Safe Yield (Percent)</u>
City of Chino	5,271.7	3,670.067	6.693
City of Norco	289.5	201.545	0.368
City of Ontario	16,337.4	11,373.816	20.742
City of Pomona	16,110.5	11,215.852	20.454
City of Upland	4,097.2	2,852.401	5.202
Cucamonga County Water District	4,431.0	3,084.786	5.626
Jurupa Community Ser- vices District	1,104.1	768.655	1.402
Monte Vista County Water District	5,958.7	4,148.344	7.565
West San Bernardino County Water District	925.5	644.317	1.175
Etiwanda Water Company	768.0	534.668	0.975
Felspar Gardens Mutual Water Company	68.3	47.549	0.087
Fontana Union Water Co.	9,188.3	6,396.736	11.666
Marygold Mutual Water Co.	941.3	655.317	1.195
Mira Loma Water Co.	1,116.0	776.940	1.417
Monte Vista Irr. Co.	972.1	676.759	1.234
Mutual Water Company of Glen Avon Heights	672.2	467.974	0.853
Park Water Company	236.1	164.369	0.300
Pomona Valley Water Co.	3,106.3	2,162.553	3.944
San Antonio Water Co.	2,164.5	1,506.888	2.748
Santa Ana River Water Company	1,869.3	1,301.374	2.373
Southern California Water Company	1,774.5	1,235.376	2.253
West End Consolidated Water Company	<u>1,361.3</u>	<u>947.714</u>	<u>1.728</u>
TOTAL	78,763.8	54,834.000	100.000

EXHIBIT "F"
OVERLYING (AGRICULTURAL) POOL
POOLING PLAN

1. Membership in Pool. The State of California and all producers listed in Exhibit "C" shall be the initial members of this pool, which shall include all producers of water for overlying uses other than industrial or commercial purposes.

2. Pool Meetings. The members of the pool shall meet annually, in person or by proxy, at a place and time to be designated by Watermaster for purposes of electing members of the Pool Committee and conducting any other business of the pool. Special meetings of the membership of the pool may be called and held as provided in the rules of the pool.

3. Voting. All voting at meetings of pool members shall be on the basis of one vote for each 100 acre feet or any portion thereof of production from Chino Basin during the preceding year, as shown by the records of Watermaster.

4. Pool Committee. The Pool Committee for this pool shall consist of not less than nine (9) representatives selected at large by members of the pool. The exact number of members of the Pool Committee in any year shall be as determined by majority vote of the voting power of members of the pool in attendance at the annual pool meeting. Each member of the Pool Committee shall have one vote and shall serve for a two-year term. The members first elected shall classify themselves by lot so that approximately one-half serve an initial one-year term. Vacancies during any term shall be filled by a majority of the remaining members of the Pool Committee.

5. Advisory Committee Representatives. The number of

1 representatives of the Pool Committee on the Advisory Committee
2 shall be as provided in the rules of the pool from time to time
3 but not exceeding ten (10). The voting power of the pool on the
4 Advisory Committee shall be apportioned and exercised as deter-
5 mined from time to time by the Pool Committee.

6 6. Replenishment Obligation. The pool shall provide funds
7 for replenishment of any production by persons other than members
8 of the Overlying (Non-agricultural) Pool or Appropriator Pool, in
9 excess of the pool's share of Safe Yield. During the first five
10 (5) years of operations of the Physical Solution, reasonable
11 efforts shall be made by the Pool Committee to equalize annual
12 assessments.

13 7. Assessments. All assessments in this pool (whether for
14 replenishment water cost or for pool administration or the allo-
15 cated share of Watermaster administration) shall be in an amount
16 uniformly applicable to all production in the pool during the
17 preceding year or calendar quarter. Provided, however, that the
18 Agricultural Pool Committee, may recommend to the Court modifica-
19 tion of the method of assessing pool members, inter se, if the
20 same is necessary to attain legitimate basin management objectives,
21 including water conservation and avoidance of undesirable socio-
22 economic consequences. Any such modification shall be initiated
23 and ratified by one of the following methods:

24 (a) Excess Production. In the event total pool
25 production exceeds 100,000 acre feet in any year, the Pool
26 Committee shall call and hold a meeting, after notice to all
27 pool members, to consider remedial modification of the
28 assessment formula.

1 (b) Producer Petition. At any time after the fifth
2 full year of operation under the Physical Solution, a peti-
3 tion by ten percent (10%) of the voting power or membership
4 of the Pool shall compel the holding of a noticed meeting
5 to consider revision of said formula of assessment for re-
6 plenishment water.

7 In either event, a majority action of the voting power in attend-
8 ance at such pool members' meeting shall be binding on the Pool
9 Committee.

10 8. Rules. The Pool Committee shall adopt rules for con-
11 ducting meetings and affairs of the committee and for adminis-
12 tering its program and in amplification of the provisions, but not
13 inconsistent with, this pooling plan.
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EXHIBIT "G"
OVERLYING (NON-AGRICULTURAL) POOL
POOLING PLAN

1. Membership in Pool. The initial members of the pool, together with the decreed share of the Safe Yield of each, are listed in Exhibit "D". Said pool includes producers of water for overlying industrial or commercial (non-agricultural) purposes, or such producers within the Pool who may hereafter take water pursuant to Paragraph 8 hereof.

2. Pool Committee. The Pool Committee for this pool shall consist of one representative designated by each member of the pool. Voting on the committee shall be on the basis of one vote for each member, unless a volume vote is demanded, in which case votes shall be allocated as follows:

The volume voting power on the Pool Committee shall be 1,484 votes. Of these, 742 votes shall be allocated on the basis of one vote for each ten (10) acre feet or fraction thereof of decreed shares in Safe Yield. (See Exhibit "D".) The remaining 742 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.*

3. Advisory Committee Representatives. At least three (3) members of the Pool Committee shall be designated by said committee to serve on the Advisory Committee. The exact number of such representatives at any time shall be as determined by the Pool Committee. The voting power of the pool shall be exercised in the

*Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

1 Advisory Committee as a unit, based upon the vote of a majority of
2 said representatives.

3 4. Replenishment Obligation. The pool shall provide funds
4 for replenishment of any production in excess of the pool's share
5 of Safe Yield in the preceding year.

6 5. Assessment. Each member of this pool shall pay an assess-
7 ment equal to the cost of replenishment water times the number of
8 acre feet of production by such producer during the preceding year
9 in excess of (a) his decreed share of the Safe Yield, plus (b) any
10 carry-over credit under Paragraph 7 hereof. In addition, the cost
11 of the allocated share of Watermaster administration expense shall
12 be recovered on an equal assessment against each acre foot of
13 production in the pool during such preceding fiscal year or calen-
14 dar quarter; and in the case of Pool members who take substitute
15 ground water as set forth in Paragraph 8 hereof, such producer
16 shall be liable for its share of administration assessment, as if
17 the water so taken were produced, up to the limit of its decreed
18 share of Safe Yield.

19 6. Assignment. Rights herein decreed are appurtenant to the
20 land and are only assignable with the land for overlying use
21 thereon; provided, however, that any appropriator who may, directly
22 or indirectly, undertake to provide water service to such overlying
23 lands may, by an appropriate agency agreement on a form approved by
24 Watermaster, exercise said overlying right to the extent, but only
25 to the extent necessary to provide water service to said overlying
26 lands.

27 7. Carry-over. Any member of the pool who produces less than
28 its assigned water share of Safe Yield may carry such unexercised

1 right forward for exercise in subsequent years. The first water
2 produced during any such subsequent year shall be deemed to be an
3 exercise of such carry-over right. In the event the aggregate
4 carry-over by any pool member exceeds its share of Safe Yield, such
5 member shall, as a condition of preserving such surplus carry-over,
6 execute a storage agreement with Watermaster.

7 8. Substitute Supplies. To the extent that any Pool member,
8 at the request of Watermaster and with the consent of the Advisory
9 Committee, takes substitute surface water in lieu of producing
10 ground water otherwise subject to production as an allocated share
11 of Safe Yield, said party shall nonetheless remain a member of this
12 Pool.

13 9. Rules. The Pool Committee shall adopt rules for adminis-
14 tering its program and in amplification of the provisions, but not
15 inconsistent with, this pooling plan.
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EXHIBIT "H"
APPROPRIATIVE POOL
POOLING PLAN

1. Qualification for Pool. Any city, district or other public entity and public utility -- either regulated under Public Utilities Commission jurisdiction, or exempt therefrom as a non-profit mutual water company (other than those assigned to the Overlying [Agricultural] Pool) -- shall be a member of this pool. All initial members of the pool are listed in Exhibit "E", together with their respective appropriative rights and acre foot allocation and percentage shares of the initial and subsequent Operating Safe Yield.

2. Pool Committee. The Pool Committee shall consist of one (1) representative appointed by each member of the Pool.

3. Voting. The total voting power on the Pool Committee shall be 1,000 votes. Of these, 500 votes shall be allocated in proportion to decreed percentage shares in Operating Safe Yield. The remaining 500 votes shall be allocated proportionally on the basis of assessments paid to Watermaster during the preceding year.* Routine business of the Pool Committee may be conducted on the basis of one vote per member, but upon demand of any member a weighted vote shall be taken. Affirmative action of the Committee shall require a majority of the voting power of members in attendance, provided that it includes concurrence by at least one-third of its total members.

4. Advisory Committee Representatives. Ten (10) members of

*Or production assessments paid under Water Code Section 72140 et seq., as to years prior to the second year of operation under the Physical Solution hereunder.

1 the Pool Committee shall be designated to represent this pool on
2 the Advisory Committee. Each major appropriator, i.e., the owner
3 of an adjudicated appropriative right in excess of 3,000 acre feet,
4 shall be entitled to one representative. The remaining members
5 representing the Appropriative Pool on the Advisory Committee shall
6 be elected at large by the remaining members of the pool. The
7 voting power of the Appropriative Pool on the Advisory Committee
8 shall be apportioned between the major appropriator representatives
9 in proportion to their respective voting power in the Pool Com-
10 mittee. The remaining two representatives shall exercise equally
11 the voting power proportional to the Pool Committee voting power
12 of all remaining appropriators; provided, however, that if any
13 representative fails to attend an Advisory Committee meeting, the
14 voting power of that representative shall be allocated among the
15 representatives of the Appropriator Pool in attendance in the same
16 proportion as their own respective voting powers.

17 5. Replenishment Obligation. The pool shall provide funds
18 for purchase of replenishment water to replace any production by
19 the pool in excess of Operating Safe Yield during the preceding
20 year.

21 6. Administrative Assessment. Costs of administration of
22 this pool and its share of general Watermaster expense shall be
23 recovered by a uniform assessment applicable to all production
24 during the preceding year.

25 7. Replenishment Assessment. The cost of replenishment water
26 required to replace production from Chino Basin in excess of
27 Operating Safe Yield in the preceding year shall be allocated and
28 recovered as follows:

1 (a) For production, other than for increased export,
2 within CBMWD or WMWD:

3 (1) Gross Assessment. 15% of such replenishment
4 water costs shall be recovered by a uniform assessment
5 against all production of each appropriator producing in
6 said area during the preceding year.

7 (2) Net Assessment. The remaining 85% of said
8 costs shall be recovered by a uniform assessment on each
9 acre foot of production from said area by each such
10 appropriator in excess of his allocated share of Oper-
11 ating Safe Yield during said preceding year.

12 (b) For production which is exported for use outside
13 Chino Basin in excess of maximum export in any year through
14 1976, such increased export production shall be assessed
15 against the exporting appropriator in an amount sufficient to
16 purchase replenishment water from CBMWD or WMWD in the amount
17 of such excess.

18 (c) For production within SBVMWD or PVMWD:

19 By an assessment on all production in excess of
20 an appropriator's share of Operating Safe Yield in an
21 amount sufficient to purchase replenishment water through
22 SBVMWD or MWD in the amount of such excess.

23 8. Socio-Economic Impact Review. The parties have conducted
24 certain preliminary socio-economic impact studies. Further and
25 more detailed socio-economic impact studies of the assessment
26 formula and its possible modification shall be undertaken for the
27 Appropriator Pool by Watermaster no later than ten (10) years from
28 the effective date of this Physical Solution, or whenever total

1 production by this pool has increased by 30% or more over the
2 decreed appropriative rights, whichever is first.

3 9. Facilities Equity Assessment. Watermaster may, upon
4 recommendation of the Pool Committee, institute proceedings for
5 levy and collection of a Facilities Equity Assessment for the
6 purposes and in accordance with the procedures which follow:

7 (a) Implementing Circumstances. There exist several
8 sources of supplemental water available to Chino Basin, each
9 of which has a differential cost and quantity available. The
10 optimum management of the entire Chino Basin water resource
11 favors the maximum use of the lowest cost supplemental water
12 to balance the supplies of the Basin, in accordance with the
13 Physical Solution. The varying sources of supplemental water
14 include importations from MWD and SBVMWD, importation of
15 surface and ground water supplies from other basins in the
16 immediate vicinity of Chino Basin, and utilization of re-
17 claimed water. In order to fully utilize any of such alter-
18 nate sources of supply, it will be essential for particular
19 appropriators having access to one or more of such supplies to
20 have invested, or in the future to invest, directly or in-
21 directly, substantial funds in facilities to obtain and
22 deliver such water to an appropriate point of use. To the
23 extent that the use of less expensive alternate sources of
24 supplemental water can be maximized by the inducement of a
25 Facilities Equity Assessment, as herein provided, it is to the
26 long-term benefit of the entire basin that such assessment be
27 authorized and levied by Watermaster.

28 (b) Study and Report. At the request of the Pool

1 Committee, Watermaster shall undertake a survey study of the
2 utilization of alternate supplemental supplies by members of
3 the Appropriative Pool which would not otherwise be utilized
4 and shall prepare a report setting forth the amount of such
5 alternative supplies being currently utilized, the amount of
6 such supplies which could be generated by activity within the
7 pool, and the level of cost required to increase such uses and
8 to optimize the total supplies available to the basin. Said
9 report shall contain an analysis and recommendation for the
10 levy of a necessary Facilities Equity Assessment to accomplish
11 said purpose.

12 (c) Hearing. If the said report by Watermaster contains
13 a recommendation for imposition of a Facilities Equity Assess-
14 ment, and the Pool Committee so requests, Watermaster shall
15 notice and hold a hearing not less than 60 days after dis-
16 tribution of a copy of said report to each member of the pool,
17 together with a notice of the hearing date. At such hearing,
18 evidence shall be taken with regard to the necessity and
19 propriety of the levy of a Facilities Equity Assessment and
20 full findings and decision shall be issued by Watermaster.

21 (d) Operation of Assessment. If Watermaster determines
22 that it is appropriate that a Facilities Equity Assessment be
23 levied in a particular year, the amount of additional supple-
24 mental supplies which should be generated by such assessment
25 shall be estimated. The cost of obtaining such supplies,
26 taking into consideration the investment in necessary
27 facilities shall then be determined and spread equitably among
28 the producers within the pool in a manner so that those

1 producers not providing such additional lower cost supple-
2 mental water, and to whom a financial benefit will result, may
3 bear a proportionate share of said costs, not exceeding said
4 benefit; provided that any producer furnishing such supple-
5 mental water shall not thereby have its average cost of water
6 in such year reduced below such producer's average cost of
7 pumping from the Basin. In so doing, Watermaster shall
8 establish a percentage of the total production by each party
9 which may be produced without imposition of a Facilities
10 Equity Assessment. Any member of the pool producing more
11 water than said percentage shall pay such Facilities Equity
12 Assessment on any such excess production. Watermaster is
13 authorized to transmit and pay the proceeds of such Facilities
14 Equity Assessment to those producers who take less than their
15 share of Basin water by reason of furnishing a higher per-
16 centage of their requirements through use of supplemental
17 water.

18 10. Unallocated Safe Yield Water. To the extent that, in any
19 five years, any portion of the share of Safe Yield allocated to
20 the Overlying (Agricultural) Pool is not produced, such water shall
21 be available for reallocation to members of the Appropriative Pool,
22 as follows:

23 (a) Priorities. Such allocation shall be made in the
24 following sequence:

25 (1) to supplement, in the particular year, water
26 available from Operating Safe Yield to compensate for any
27 reduction in the Safe Yield by reason of recalculation
28 thereof after the tenth year of operation hereunder.

1 (2) pursuant to conversion claims as defined in
2 Subparagraph (b) hereof.

3 (3) as a supplement to Operating Safe Yield,
4 without regard to reductions in Safe Yield.

5 (b) Conversion Claims. The following procedures may be
6 utilized by any appropriator:

7 (1) Record of Land Use Conversion. Any appro-
8 priator who undertakes, directly or indirectly, dur-
9 ing any year, to permanently provide water service to
10 lands which during the immediate preceding five (5)
11 consecutive years was devoted to irrigated agriculture
12 may report such change in land use or water service to
13 Watermaster. Watermaster shall thereupon verify such
14 change in water service and shall maintain a record and
15 account for each appropriator of the total acreage
16 involved and the average annual water use during said
17 five-year period.

18 (2) Establishment of Allocation Percentage. In
19 any year in which unallocated Safe Yield water from
20 the Overlying (Agricultural) Pool is available for such
21 conversion claims, Watermaster shall establish allocable
22 percentages for each appropriator based upon the total
23 of such converted acreage recorded to each such appro-
24 priator's account.

25 (3) Allocation and Notice. Watermaster shall
26 thereafter apply the allocated percentage to the total
27 unallocated Safe Yield water available for special
28 allocation to derive the amount thereof allocable to

each appropriator; provided that in no event shall the allocation to any appropriator as a result of such conversion claim exceed 50% of the average annual amount of water actually applied to the areas converted by such appropriator prior to such conversion. Any excess water by reason of such limitation on any appropriator's right shall be added to Operating Safe Yield. Notice of such special allocation shall be given to each appropriator and shall be treated for purposes of this Physical Solution as an addition to such appropriator's share of the Operating Safe Yield for the particular year only.

(4) Administrative Costs. Any costs of Water-master attributable to administration of such special allocations and conversion claims shall be assessed against appropriators participating in such reporting.

11. In Lieu Procedures. There are, or may develop, certain areas within Chino Basin where good management practices dictate that recharge of the basin be accomplished, to the extent practical, by taking surface supplies of supplemental water in lieu of ground water otherwise subject to production as an allocated share of Operating Safe Yield.

(a) Method of Operation. Any appropriator producing water within such designated in lieu area who is willing to abstain for any reason from producing any portion of such producer's share of Operating Safe Yield in any year may offer such unpumped water to Watermaster. In such event, Watermaster shall purchase said water in place, in lieu of spreading replenishment water, which is otherwise required to

1 make up for over production. The purchase price for in lieu
2 water shall be the lesser of:

3 (1) Watermaster's current cost of replenishment
4 water, whether or not replenishment water is currently
5 then obtainable, plus the cost of spreading; or

6 (2) The cost of supplemental surface supplies to
7 the appropriator, less

8 a. said appropriator's average cost of
9 ground water production, and

10 b. the applicable production assessment
11 were the water produced.

12 Where supplemental surface supplies consist of MWD or
13 SBVMWD supplies, the cost of treated, filtered State
14 water from such source shall be deemed the cost of
15 supplemental surface supplies to the appropriator for
16 purposes of such calculation.

17 In any given year in which payments may be made pursuant to
18 a Facilities Equity Assessment, as to any given quantity of
19 water the party will be entitled to payment under this
20 section or pursuant to the Facilities Equity Assessment, as
21 the party elects, but not under both.

22 (b) Designation of In Lieu Areas. The first in lieu
23 area is designated as the "In Lieu Area No. 1" and consists
24 of an area wherein nitrate levels in the ground water gen-
25 erally exceed 45 mg/l, and is shown on Exhibit "J" hereto.
26 Other in lieu areas may be designated by subsequent order of
27 Watermaster upon recommendation or approval by Advisory
28 Committee. Said in lieu areas may be enlarged, reduced or

1 eliminated by subsequent orders; provided, however, that
2 designation of In Lieu Areas shall be for a minimum fixed
3 term sufficient to justify necessary capital investment. In
4 Lieu Area No. 1 may be enlarged, reduced or eliminated in
5 the same manner, except that any reduction of its original
6 size or elimination thereof shall require the prior order of
7 Court.

8 12. Carry-over. Any appropriator who produces less than his
9 assigned share of Operating Safe Yield may carry such unexercised
10 right forward for exercise in subsequent years. The first water
11 produced during any such subsequent year shall be deemed to be an
12 exercise of such carry-over right. In the event the aggregate
13 carry-over by any appropriator exceeds its share of Operating Safe
14 Yield, such appropriator shall, as a condition of preserving such
15 surplus carry-over, execute a storage agreement with Watermaster.
16 Such appropriator shall have the option to pay the gross assess-
17 ment applicable to such carry-over in the year in which it accrued.

18 13. Assignment, Transfer and Lease. Appropriative rights,
19 and corresponding shares of Operating Safe Yield, may be assigned
20 or may be leased or licensed to another appropriator for exercise
21 in a given year. Any transfer, lease or license shall be ineffec-
22 tive until written notice thereof is furnished to and approved as
23 to form by Watermaster, in compliance with applicable Watermaster
24 rules. Watermaster shall not approve transfer, lease or license of
25 a right for exercise in an area or under conditions where such
26 production would be contrary to sound basin management or detri-
27 mental to the rights or operations of other producers.

28 14. Rules. The Pool Committee shall adopt rules for

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1 administering its program and in amplification of the provisions,
2 but not inconsistent with, this pooling plan.

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EXHIBIT "I"

ENGINEERING APPENDIX

1. Basin Management Parameters. In the process of implementing the physical solution for Chino Basin, Watermaster shall consider the following parameters:

(a) Pumping Patterns. Chino Basin is a common supply for all persons and agencies utilizing its waters. It is an objective in management of the Basin's waters that no producer be deprived of access to said waters by reason of unreasonable pumping patterns, nor by regional or localized recharge of replenishment water, insofar as such result may be practically avoided.

(b) Water Quality. Maintenance and improvement of water quality is a prime consideration and function of management decisions by Watermaster.

(c) Economic Considerations. Financial feasibility, economic impact and the cost and optimum utilization of the Basin's resources and the physical facilities of the parties are objectives and concerns equal in importance to water quantity and quality parameters.

2. Operating Safe Yield. Operating Safe Yield in any year shall consist of the Appropriative Pool's share of Safe Yield of the Basin, plus any controlled overdraft of the Basin which Watermaster may authorize. In adopting the Operating Safe Yield for any year, Watermaster shall be limited as follows:

(a) Accumulated Overdraft. During the operation of this Judgment and Physical Solution, the overdraft accumulated from and after the effective date of the Physical

1 Solution and resulting from an excess of Operating Safe Yield
2 over Safe Yield shall not exceed 200,000 acre feet.

3 (b) Quantitative Limits. In no event shall Operating
4 Safe Yield in any year be less than the Appropriative Pool's
5 share of Safe Yield, nor shall it exceed such share of Safe
6 Yield by more than 10,000 acre feet. The initial Operating
7 Safe Yield is hereby set at 54,834 acre feet per year.

8 Operating Safe Yield shall not be changed upon less than five
9 (5) years' notice by Watermaster.

10 Nothing contained in this paragraph shall be deemed to authorize,
11 directly or indirectly, any modification of the allocation of
12 shares in Safe Yield to the overlying pools, as set forth in
13 Paragraph 44 of the Judgment.

14 3. Ground Water Storage Agreements. Any agreements author-
15 ized by Watermaster for storage of supplemental water in the
16 available ground water storage capacity of Chino Basin shall
17 include, but not be limited to:

18 (a) The quantities and term of the storage right.

19 (b) A statement of the priority or relation of said
20 right, as against overlying or Safe Yield uses, and other
21 storage rights.

22 (c) The procedure for establishing delivery rates,
23 schedules and procedures which may include

24 [1] spreading or injection, or

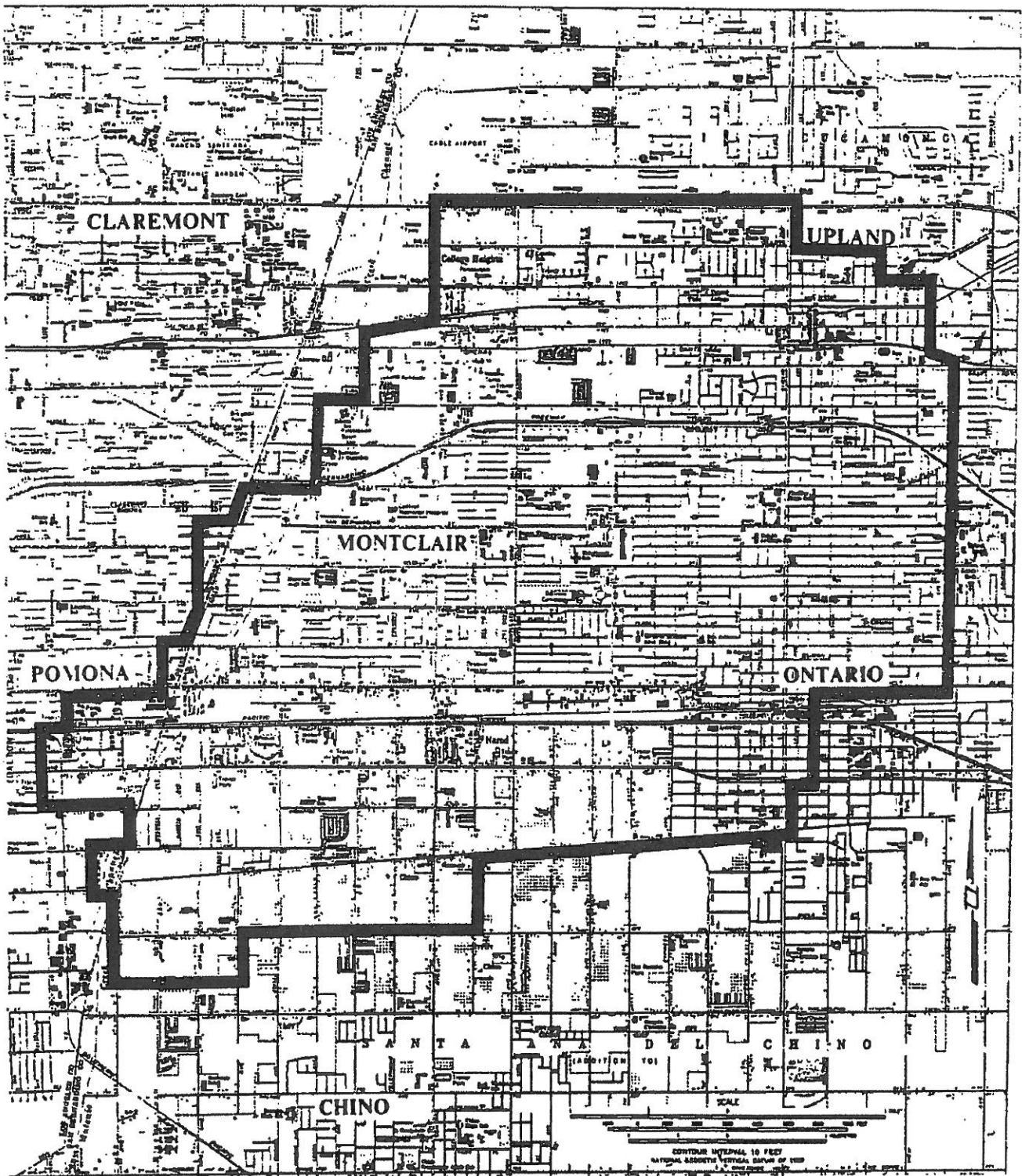
25 [2] in lieu deliveries of supplemental water for
26 direct use.

27 (d) The procedures for calculation of losses and annual
28 accounting for water in storage by Watermaster.

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1 (e) The procedures for establishment and adminis-
2 tration of withdrawal schedules, locations and methods.
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EXHIBIT "I"



**CHINO BASIN
IN LIEU AREA NO. 1**

EXHIBIT "J"
-82-

LEGAL DESCRIPTION

OF CHINO BASIN

Preamble

All of the townships and ranges referred to in the following legal description are the San Bernardino Base and Meridian. Certain designated sections are implied as the System of Government Surveys may be extended where not established. Said sections are identified as follows:

Section 20, T1N, R8W is extended across Rancho Cucamonga;

Section 36, T1N, R8W is extended across the City of Upland;

Sections 2, 3, and 4, T1S, R7W are extended across Rancho Cucamonga;

Section 10, T1S, R8W is extended across the City of Claremont;

Sections 19, 20, 21, 30, 31 and 32, T1S, R8W are extended across the City of Pomona;

Sections 4, 5, and 28, T2S, R8W are extended across Rancho Santa Ana Del Chino;

Sections 15 and 16, T3S, R7W are extended across Rancho La Sierra; and

Sections 17 and 20, T3S, R7W are extended across Rancho El Rincon.

Description

Chino Basin is included within portions of the Counties of San Bernardino, Riverside and Los Angeles, State of California, bounded by a continuous line described as follows:

BEGINNING at the Southwest corner of Lot 241 as shown on Map of Ontario Colony Lands, recorded in Map Book 11, page 6, Office of the County Recorder of San Bernardino County, said corner being the Point of Beginning;

1. Thence Southeasterly to the Southeast corner

of Lot 419 of said Ontario Colony Lands;

2. Thence Southeasterly to a point 1300 feet North of the South line and 1300 feet East of the West line of Section 4, T1S, R7W;

3. Thence Easterly to a point on the East line of Section 4, 1800 feet North of the Southeast corner of said Section 4;

4. Thence Easterly to the Southeast corner of the Southwest quarter of the Northeast quarter of Section 3, T1S, R7W;

5. Thence Northeasterly to a point on the North line of Section 2, T1S, R7W, 1400 feet East of the West line of said Section 2;

6. Thence Northeasterly to the Southwest corner of Section 18, T1N, R6W;

7. Thence Northerly to the Northwest corner of said Section 18;

8. Thence Easterly to the Northeast corner of said Section 18;

9. Thence Northerly to the Northwest corner of the Southwest quarter of Section 8, T1N, R6W;

10. Thence Easterly to the Northeast corner of said Southwest quarter of said Section 8;

11. Thence Southerly to the Southeast corner of said Southwest quarter of said Section 8;

12. Thence Easterly to the Northeast corner of Section 17, T1N, R6W;

13. Thence Easterly to the Northeast corner of Section 16, T1N, R6W;

14. Thence Southeasterly to the Northwest corner of the Southeast quarter of Section 15, T1N, R6W;

15. Thence Easterly to the Northeast corner of said Southeast quarter of said Section 15;

16. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 23, T1N, R6W;

17. Thence Southeasterly to the Northwest corner

of Section 25, T1N, R6W;

18. Thence Southeasterly to the Northwest corner of the Northeast quarter of Section 31, T1N, R5W;

19. Thence Southeasterly to the Northeast corner of the Northwest quarter of Section 5, T1S, R5W;

20. Thence Southeasterly to the Southeast corner of Section 4, T1S, R5W;

21. Thence Southeasterly to the Southeast corner of the Southwest quarter of Section 11, T1S, R5W;

22. Thence Southwesterly to the Southwest corner of Section 14, T1S, R5W;

23. Thence Southwest to the Southwest corner of Section 22, T1S, R5W;

24. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 6, T2S, R5W;

25. Thence Southeasterly to the Northeast corner of Section 18 T2S, R5W;

26. Thence Southwesterly to the Southwest corner of the Southeast quarter of Section 13, T2S, R6W;

27. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 26, T2S, R6W;

28. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 26;

29. Thence Northerly to the Northwest corner of said Section 26;

30. Thence Westerly to the Southwest corner of Section 21, T2S, R6W;

31. Thence Southerly to the Southeast corner of Section 29, T2S, R6W;

32. Thence Westerly to the Southeast corner of Section 30, T2S, R6W;

33. Thence Southwesterly to the Southwest corner of Section 36, T 2 S, R 7 W;

34. Thence Southwesterly to the Southeast corner

of Section 3, T3S, R7W;

35. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 10, T3S, R7W;

36. Thence Southerly to the Northeast corner of the Northwest quarter of Section 15, T3S, R7W;

37. Thence Southwesterly to the Southeast corner of the Northeast quarter of Section 16, T3S, R7W;

38. Thence Southwesterly to the Southwest corner of said Section 16;

39. Thence Southwesterly to the Southwest corner of the Northeast quarter of Section 20, T3S, R7W;

40. Thence Westerly to the Southwest corner of the Northwest quarter of said Section 20;

41. Thence Northerly to the Northwest corner of Section 17, T3S, R7W;

42. Thence Westerly to the Southwest corner of Section 7, T3S, R7W;

43. Thence Northerly to the Southwest corner of Section 6, T3S, R7W;

44. Thence Westerly to the Southwest corner of Section 1, T3S, R8W;

45. Thence Northerly to the Southeast corner of Section 35, T2S, R8W;

46. Thence Northwesterly to the Northwest corner of said Section 35;

47. Thence Northerly to the Southeast corner of Lot 33, as shown on Map of Tract 3193, recorded in Map Book 43, pages 46 and 47, Office of the County Recorder of San Bernardino County;

48. Thence Westerly to the Northwest corner of the Southwest quarter of Section 28, T2S, R8W;

49. Thence Northerly to the Southwest corner of Section 4, T2S, R8W;

50. Thence Westerly to the Southwest corner of Section 5, T2S, R8W;

51. Thence Northerly to the Southwest corner of Section 32, T1S, R8W;

52. Thence Westerly to the Southwest corner of Section 31, T1S, R8W;

53. Thence Northerly to the Southwest corner of Section 30, T1S, R8W;

54. Thence Northeasterly to the Southwest corner of Section 20, T1S, R8W;

55. Thence Northerly to the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 20;

56. Thence Northwesterly to the Northeast corner of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19, T1S, R8W;

57. Thence Easterly to the Northwest corner of Section 21, T1S, R8W;

58. Thence Northeasterly to the Southeast corner of the Southwest quarter of the Southwest quarter of Section 10, T1S, R8W;

59. Thence Northeasterly to the Southwest corner of Section 2, T1S, R8W;

60. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 1, T1S, R8W;

61. Thence Northerly to the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, T1N, R8W;

62. Thence Northerly to the Southeast corner of Section 24, T1N, R8W;

63. Thence Northeasterly to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 20, T1N, R7W; and

64. Thence Southerly to the Point of Beginning.

Sections Included

Said perimeter description includes all or portions of the following Townships, Ranges and Sections of San Bernardino Base and Meridian:

T1N, R5W - Sections: 30, 31 and 32

T1N, R6W - Sections: 8, 14, 15, 16, 17, 18, 19, 20, 21,
22, 23, 25, 26, 27, 28, 29, 30, 31,
32, 33, 34, 35 and 36

T1N, R7W - Sections: 19, 20, 24, 25, 26, 29, 30, 31, 32,
35 and 36

T1N, R8W - Sections: 25 and 36

T1S, R5W - Sections: 4, 5, 6, 7, 8, 9, 10, 11, 14, 15,
16, 17, 18, 19, 20, 21, 22, 28, 29,
30, 31 and 32.

T1S, R6W - Sections: 1 through 36, inclusive

T1S, R7W - Sections: 1 through 36, inclusive

T1S, R8W - Sections: 1, 2, 10, 11, 12, 13, 14, 15, 16, 19,
20, 21, 22, 23, 24, 25, 26, 27, 28,
29, 30, 31, 32, 33, 34, 35 and 36

T2S, R5W - Sections: 6, 7 and 18

T2S, R6W - Sections: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 14, 15, 16, 17, 18, 19, 20, 21, 22,
23, 24, 26, 29, 30 and 31

T2S, R7W - Sections: 1 through 36, inclusive

T2S, R8W - Sections: 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14,
15, 16, 21, 22, 23, 24, 25, 26, 27,
28, 35 and 36

T3S, R7W - Sections: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 16,
17 and 20

T3S, R8W - Section: 1.



THE DOCUMENT TO WHICH THIS CERTIFICATION IS
ATTACHED IS A FULL, TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

OCT 29 2002

ATTEST

Clerk of the Superior Court of the State of
California, in and for the County of
San Bernardino

 Deputy

Terry Wittenborn

92 pages